

Request for Proposals

**FOR PRIVATE INVESTMENT
CONSULTING SERVICES**

November 24, 2014

**State of Connecticut
Office of the State Treasurer**

Deadline: January 9, 2015 - 12:00 p.m.

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

**REQUEST FOR PROPOSALS
FOR
PRIVATE INVESTMENT CONSULTING SERVICES**

This Request for Proposals (RFP) includes the following:		Page
Section I	Introduction and Purpose of the RFP	1
Section II	Scope of Services	1
Section III	Fee	6
Section IV	Contract Term	6
Section V	Minimum Contractor Qualifications	6
Section VI	Submission Deadline	7
Section VII	Evaluation Criteria	7
Section VIII	Form and Content of Responses	8
Section IX	RFP Conditions	15

Legal and Policy Attachments

Attachment A	CHRO – Contract Compliance Regulations Notification to Respondents
Attachment B	Nondiscrimination Certification
Attachment C	Employment Practices Information
Attachment D	Affidavit of Third Party Fees and Disclosure of Consulting Agreements
Attachment E	Treasury Gift Affidavit
Attachment F	Corporate Citizenship
Attachment G	Notice of Certain Legal Proceedings
Attachment H	Campaign Contribution Certification Form
Attachment I	Notice re: Campaign Contribution and Solicitation Ban (SEEC Form 10)
Attachment J	Anti-Terrorism
Attachment K	Conflicts of Interest
Attachment L	Consultant Questionnaire
Attachment M	Environmental/Social/Governance (“ESG”) Questionnaire
Attachment N	<u>Standard Contract Terms</u> – Office of the Connecticut State Treasurer

Section I - Introduction and Purpose of the RFP

The Treasurer of the State of Connecticut (hereinafter “State” or “Treasurer”) requests proposals from qualified firms (each, a “Respondent”) interested in providing Private Investment Consulting Services. The State intends to use this Request for Proposal (“RFP”) process to select a firm or firms that may be appointed by the Treasurer to provide Private Investment Consulting Services.

The Treasurer, elected quadrennially, serves as the principal fiduciary of the \$29 billion Connecticut Retirement Plans and Trust Funds (“CRPTF”) comprised of 15 retirement plans and trust funds. An independent Investment Advisory Council (“IAC”), appointed pursuant to Connecticut General Statutes §3-13b, is charged with advising the Treasurer on matters pertaining to the investment of the CRPTF’s assets, and the Chief Investment Officer (“CIO”) of the Office of the Treasurer oversees the day-to-day operations.

Respondents that would like to provide Private Investment Consulting services, as more fully described in Section II, herein, may submit proposals for consideration. The State expects to select one or more Respondent(s) to provide Private Investment Consulting services for the Private Investment Fund (“PIF”). The selected Respondent(s) will be expected to execute a personal service agreement with the Treasurer, with an anticipated term of five (5) years.

All responses must be submitted by January 9, 2015, 12:00 P.M. Eastern Standard Time, to Terrence Purcell, Principal Investment Officer – Private Investment.

Section II - Scope of Services

The selected Respondent(s) will be required to perform the following services:

A. Policy Development/Planning

- 1) The Consultant will work with the Treasurer and/or CIO and designated investment professional staff drafting and recommending changes to the Investment Policy Statement (“IPS”) on at least an annual basis or as conditions warrant, including but not limited to changes in portfolio structure and market conditions.
- 2) In addition, the Consultant will be responsible for assisting with the development and implementation of current or prospective private equity programs consistent with the Treasurer’s statutory responsibility to consider the social, economic and environmental implications of private investments, as well as the implications of particular investments on foreign policies and national interests of the United States. The Consultant will seek out and/or screen offerings for adherence to these policies as part of the due diligence process. Specific examples include working with:
 - a. emerging manager investment programs;
 - b. geographically targeted investment programs; and
 - c. other policies or programs deemed appropriate for consideration by the Treasurer, including but not limited to the Connecticut Horizon Fund (“CHF”) program.

- 3) The Consultant will assist in investment planning for the PIF allocation of the CRPTF as follows:
 - a. review, develop or suggest revised private equity investment guidelines and procedures for the CRPTF;
 - b. provide underlying market assumptions annually for private equity investment decisions; and
 - c. develop and approve an annual Pacing Plan for the Treasurer's consideration.
- 4) Assist in forecasting capital calls and distributions for the CRPTF cash flow budget.
- 5) Upon request, the Consultant will work with the Treasurer and CIO to conduct research on, create programs, and/or develop policies for potential investments through alternative investment vehicles or new investment strategies within the private investment market, including but not limited to Venture Capital, Leverage Buyouts, Special Situations, Mezzanine Capital, and International Private Equity:
 - a. the Consultant will assist the Treasurer and CIO with the structure and implementation of the strategy or program and will address whether the CRPTF uses internal or external resources; and
 - b. the Consultant will assist with the development of new operating procedures, if needed; and will work with the Treasurer and/or CIO to incorporate the strategy or program into the annual private investment plan which will include deal flow, investment review, due diligence and appropriate term structures.

B. Due Diligence

In implementing PIF investment policy, the Consultant shall:

- 1) At the direction of, and within the parameters set forth by the Treasurer, conduct PIF manager and fund searches.
- 2) Prepare approximately 20 preliminary due diligence reports per year based on "desk reviews" conducted on the Consultant's premises. At the request of the Treasurer, preliminary due-diligence may lead to full due-diligence analyses. For purposes of this provision, a "desk review" shall consist of, at a minimum, a thorough review of any applicable fund offering materials and any other pertinent background materials, a meeting with the fund's general partner, and the preparation of a report analyzing the benefits of the fund as it relates to the IPS and the Pacing Plan. Notwithstanding the foregoing, a full due diligence report will be required for all follow-on funds sponsored by existing CRPTF managers and other funds as requested by the Treasurer and/or CIO.
- 3) Based on approval by the Treasurer of the preliminary due diligence report, the Consultant shall prepare and deliver a full due diligence report for an anticipated minimum of eight funds per year. Such reports shall, at a minimum, include the following:
 - a. overview of proposed investment, including a summary of current limited partners in the investment and their percentage ownership interests;

- b. discussion of potential fit of proposed investment within PIF portfolio;
- c. investment track record of proposed investment manager, fund sponsor and/or general partner;
- d. areas of apparent strength of proposed investment;
- e. areas of actual and potential concern involving the proposed investment and any additional matters that the Consultant believes merit consideration by the Treasurer;
- f. review and outline of key terms and conditions of proposed investment, as a separate exhibit to the investment report;
- g. comparison of key terms of the investment (i.e., amount of investment; investment style/strategy, investment term, key man provisions) to other similar CRPTF investments and to the market;
- h. industry perception of the proposed investment manager, fund sponsor and/or general partner;
- i. summary of on-site visit with the proposed investment manager, fund sponsor and/or general partner held to determine level of expertise in all pertinent areas including acquisitions, asset management, reporting, systems, compliance and investor relations;
- j. analysis of the Consultant's on-site visit, internal research and any other factors deemed significant in connection with the proposed investment;
- k. an evaluation of the environmental/social/governance ("ESG") integration capability and performance for prospective investment managers. Specifically, the Consultant shall:
 - 1. Include an evaluation of each manager's ESG capability and performance as part of the PIF due diligence process for prospective investment managers;
 - 2. Prepare a written evaluation of such a prospective manager, including analysis of ESG capability and performance, in a form acceptable to the Office of the Treasurer. Such ESG standards that managers may be measured by would include but is not limited to, investments that have the following characteristics:
 - i. level of incorporation of ESG practices within their business strategies;
 - ii. ability to benchmark the General Partner's portfolio investments for measuring energy performance and related efficiency of existing assets;
 - iii. commitment to fair labor practices and promotion of social equity across the PIF portfolio of investments;
 - iv. baseline measurement of energy use across the PIF portfolio of investments as practically available or applicable; and
 - v. demonstrated high degree of fiduciary standards, transparency and communication with investors;
- l. background checks performed on prospective general partners, including personal interviews; and

- m. a formal summary recommendation, either positive or negative, based on all the information analyzed.
- 4) Provide quantitative and analytical assistance to the CRPTF regarding existing and prospective managers as needed in the underwriting process for each prospective investment.
- 5) Maintain a deal log summarizing the private investment products screened by the Consultant, in a format satisfactory to the Treasurer. This log shall be made available to the Treasurer and/or CIO on, at a minimum, a monthly basis and shall, at a minimum, describe the appropriateness of each follow-on fund from existing managers or other funds specifically approved by the Treasurer for pre- or full due diligence for the PIF investment program. The Consultant shall respond to any interim specific inquiries made by the Treasurer in a timely and reasonable manner.
- 6) Provide advice and assistance in contract negotiation with the investment manager.
- 7) Assist in the sale of securities on a case by case basis.

C. Reporting and Monitoring

The Consultant shall provide both written and electronic (if available) reporting consistent with the needs of the CRPTF. The reports, formats thereof, and timing of issuance will be subject to the advance review and approval of the CRPTF. At a minimum, the reporting and monitoring duties of the Consultant will include the following:

- 1) Performance calculations and monitoring of the PIF consistent with the CRPTF's needs.
- 2) Oversight and management of the distribution of capital, including:
 - a. oversight of the distribution of capital by the PIF managers;
 - b. active management and arrangement of investment assets distributed to the PIF in the absence of the investment manager; and
 - c. ensured consistency of capital commitments and distributions with the terms and conditions of the investment manager's contract. Provide backup data to support accounting entries.
- 3) Quarterly reviews and analyses of performance (relative to appropriate benchmarks) for each fund in the PIF portfolio. Consultant shall use reasonable efforts to provide the reports within 90 days of the end of the quarter and 120 days of the end of each calendar year.
- 4) Quarterly summary review reports for the private investment allocation to the CHF. This report will include at a minimum:
 - a. executive summary and private investment market overview;
 - b. comparative review and analysis versus peers and benchmarks as applicable;
 - c. a summary of Fund of Funds manager performance; and
 - d. a listing of sub manager funds; maintenance of Manager Referral Process and Follow-up.

- 5) Quarterly reconciliation of the PIF holdings (cost and market valuations) and cash flows of each fund investment with the CRPTF's master custodian's records.
- 6) Any significant valuation changes or changes in the General Partner valuation policies and procedures.
- 7) Assist the Treasurer in the preparation and drafting of the PIF section of the Treasurer's Annual Report and any other interim reports as may be requested by the Treasurer or CIO.
- 8) Compliance reporting to the standards outlined in the IPS.
- 9) Surveys of PIF managers as requested.
- 10) In addition, the Consultant shall assist the Treasurer and/or CIO in the management of the wind-down or liquidation of private investment limited partnerships; the management of distributed public and private securities and the restructuring of distressed or troubled investments.

D. Education

The Consultant shall:

- 1) Apprise the CRPTF of new investment strategies, vehicles and techniques as well as major changes in existing practices within the industry and, upon request, prepare comprehensive analyses and reports regarding these activities for the CRPTF.
- 2) Provide information on emerging managers and investment strategy styles, including their related risks and benefits to the CRPTF portfolio.

E. Specialized Private Investment Fund Initiatives

- 1) The Consultant will work with the Treasurer and/or CIO drafting and recommending processes, including RFPs, Requests For Information, Requests For Qualifications and questionnaires designed to produce recommendations of private investment advisors, managers and/or investment funds in the following areas:
 - a. Connecticut-based private investment initiatives, such as the CHF, aimed at investing capital in Connecticut-based businesses and emerging private investment fund managers;
 - b. new generation, innovative strategies and emerging private investment fund managers program (the "Emerging Contractor's Program"); and
 - c. any other policy or program deemed appropriate for consideration by the Treasurer.

F. Other Responsibilities

The Consultant shall provide the following additional services:

- 1) Prepare comprehensive research, analysis and advice on specific investment issues, or conduct special projects or other activities, as reasonably requested by the Treasurer. Such reports shall be billed separately at an agreed upon hourly fee.

- 2) Assist the Treasurer in addressing and negotiating any proposed changes in the CRPTF's relationship in any PIF investment, as the Treasurer may deem appropriate.
- 3) Assistance under subsections 1) and 2) herein may include the following:
 - a. meet with the Treasurer and/or CIO and designated investment professionals as needed to discuss the CRPTF concerns and desired outcomes;
 - b. review partnership agreements, general partner experience, portfolio strategy, investment progress, disclosure documentation and such other documentation as necessary to advise the Treasurer regarding the appropriateness of potential or existing investment vehicles;
 - c. as necessary, conduct site visits to the main offices of the General Partner/investment manager to personally interview principals of the General Partner/investment manager in order to confirm their backgrounds, experience and working relationship with other key members of the General Partner/investment manager management team;
 - d. highlight potential risks associated with market movements that may negatively impact the CRPTF portfolio; and
 - e. develop strategy for addressing concerns regarding any misalignment of interests and provide a written report regarding such strategy.
- 4) Provide training to the CRPTF personnel on specific topics in specialty areas, as needed, including emerging markets and sustainable investments.

G. Consultant Personnel

- 1) A senior member of the Consultant's team assigned to the CRPTF will attend all meetings of the IAC when private investment issues or proposals are to be discussed.
- 2) A senior member of the Consultant's team assigned to the CRPTF will be available to meet with the Treasurer, Chief Investment Officer or designated investment staff on a quarterly basis to discuss strategy and action plans.

Section III Fees

Please provide your fee proposal for the requested services as outline in Section II.

Section IV – Contract Term

The Office of the Treasurer intends to enter into a contract for a five year term, beginning September 1, 2015.

Section V –Minimum Contractor Qualifications

Respondents submitting a proposal in response to this RFP must demonstrate the following qualifications in order to be considered for this RFP:

- 1) At least five years' experience by the firm's key professionals and the firm in providing private investment consulting services to large pension funds with a minimum of \$1 billion in assets.
- 2) For at least the last two years, the firm has had a minimum of two pension fund clients with \$1 billion assets or more each. At least one of these clients must be a public pension plan.
- 3) Neither key professionals nor the firm have any material or potential conflicts of interest that are not disclosed on **Attachment K** of the Legal and Policy Attachments.

Section VI – Submission Deadline

Proposals must be received by 12:00 p.m. Eastern Standard Time on **January 9, 2015** at the Office of the Treasurer, 55 Elm Street, 6th Floor, Hartford, CT 06106, Attention Terrence Purcell, Principal Investment Officer – Private Investment.

The web site for the Office of the Treasurer is www.state.ct.us/ott.

See **Section VIII** for instructions on the required format and content for response.

Section VII – Evaluation Criteria

Respondents will be evaluated against the following criteria on the basis of their written responses to this RFP; additional written information, if any, requested by the State; references; and oral interviews, if any:

- 1) Experience of the Respondent in providing Private Investment Consulting Services.
- 2) Quality of proposal, including its clarity, completeness, and responsiveness to requested information and demonstrated ability to complete work in a timely manner.
- 3) Overall responses to questionnaire regarding Respondent's organization.
- 4) Personnel: Qualifications and experience of personnel, including key personnel and day-to-day personnel servicing the State's business, as well as the breadth and depth of other professionals who may provide services to the State as needed; Availability of day-to day personnel and other professionals as needed; Demonstrated commitment to understanding and serving client needs and responsiveness to client requests for assistance; Team organization and approach, including the ability to adequately staff and complete time-sensitive transactions and to interact effectively with the State personnel.
- 5) Absence of actual or potential material conflicts of interest at the firm level and by key personnel.
- 6) Overall knowledge and understanding of the State of Connecticut, its laws relating to Investment Consulting Services.

- 7) Financial capability to provide the requested services and overall financial stability of the Respondent.
- 8) Fee proposal.
- 9) References.
- 10) Ability to add value in the Private Investment Fund.
- 11) Connecticut presence as evidenced by the number of offices the Respondent maintains in Connecticut and the number of Connecticut residents employed in those offices.
- 12) Equal employment opportunity record as evidenced by the composition of Respondent's personnel and the Respondent's affirmative action and equal employment opportunity policies and practices.
- 13) Corporate Citizenship policies, as reflected in firm's response to the Corporate Citizenship disclosure, **Legal and Policy Attachment F** hereto.
- 14) Overall compliance with State and federal laws and policies as evidenced in the completion of the **Legal and Policy Attachments** and the required submissions.

The State reserves the right to negotiate the final contract terms (including pricing) with any Respondent.

Fees and compensation will be an important factor in the evaluation process. The Treasurer, however, is not required to select the lowest-cost response.

Section VIII – Form and Content of Responses

A. Instructions

- 1) **Official Agency Contact.** All communications with the Office of the Treasurer must be directed to the Official Agency Contact. The Official Agency Contact for purposes of this RFP is **Terrence Purcell, Principal Investment Officer – Private Investment**, whose contact information is as follows:

Terrence Purcell,
Principal Investment Officer – Private Investment
Office of the Treasurer
55 Elm Street
Hartford, CT 06106
Email address: Terrence.Purcell@ct.gov
Phone: 860.702.3160
Fax: 860.702-3042

- 2) **Respondent’s Representatives.** Respondents must designate an authorized representative and one alternate. Provide the name, title, address, telephone and FAX numbers, and e-mail address for each representative.
- 3) **Communications Notice.** All communications with the agency or any person representing this agency concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by Respondents or their representatives may result in disqualification or other sanctions, or both.
- 4) **RFP Timeline (Schedule of Events).** The following timeline, up to and including the Deadline for Submitting Proposals, shall be changed only by an amendment to this RFP. Dates after the Deadline for Submitting Proposals are target dates only.

<i>November 24, 2014</i>	RFP Issued
<i>December 12, 2014</i>	Deadline for Submitting Questions
<i>January 9, 2015 12:00 P.M.</i>	Deadline for Submitting Proposals
<i>February/March 2015</i>	Meetings/Interviews with Respondents (Optional)
<i>April 8, 2015</i>	Presentation of Semi-finalists to IAC
<i>April, 2015</i>	Contractor Selection
<i>May, 2015</i>	Start of Contract Negotiations
<i>September 1, 2015</i>	Start of Contract

- 5) **Respondents’ Conference.** A Respondents’ conference may be held at the discretion of the Treasurer. If a Respondents’ conference is scheduled, all Respondents will be notified of the time and place of such conference, and whether attendance is required.
- 6) **Inquiry Procedures.** Respondents may submit questions about the RFP to the Official Agency Contact on or before **December 12, 2014**. Questions must be in writing and submitted by US mail, facsimile, or e-mail and should clearly reference Private Investment Consulting Services. Questions will not be accepted over the telephone. Anonymous questions will not be answered. The agency reserves the right to provide a combined answer to similar questions and to decline to answer any question. The agency will distribute official answers to the questions, in the form of a written amendment posted on the agency’s website at www.state.ct.us/ott/, not later than **December 19, 2014**.
- 7) **Confidential Information.** Respondents are advised that the Office of the Treasurer is a constitutional Office of the State of Connecticut and its records, including responses to this RFP, are subject to public inspection and disclosure under the State of Connecticut Freedom of Information Act, Connecticut General Statutes Sections 1-200 et seq., as may be amended from time to time (“FOIA”).

In accordance with the policies of the Office of the Treasurer, all responses to this RFP shall become the property of the Treasurer and will be kept confidential until such time as a contract is executed or negotiations for the award of such contract have ended. Thereafter, submissions are subject to public inspection and disclosure in accordance with FOIA.

If a Respondent in good faith believes that any portion of its submission is exempt from public disclosure under FOIA, then, in order to maintain confidentiality, the Respondent (i) should include an explanation containing the precise statutory basis for such exemption from disclosure under FOIA and (ii) the material claimed to be exempt should be clearly marked "Confidential." The Office of the Treasurer (i) shall, in its sole discretion without any obligation to give prior notice, determine whether any portion of the RFP response is exempt from disclosure under FOIA and (ii) will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for any disclosure of such information, materials or data. Submissions marked as "Confidential" in their entirety will not be honored as such and the Treasurer will not deny public disclosure of all or any part of such submissions so marked. Only information marked "Confidential" that is accompanied with a precise statutory basis for such exemption under FOIA shall be safeguarded.

By submitting information with portions marked as "Confidential," the Respondent (i) represents that it has a good faith reasonable belief that such information is exempt from disclosure under FOIA pursuant to the precise statutory basis for such exemption, and (ii) agrees to reimburse the Treasurer for, and to indemnify, defend and hold harmless the Treasurer, its officers, fiduciaries, employees and agents from and against, any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever arising from or relating to the Treasurer's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

- 8) **Minimum Submission Requirements.** At a minimum, proposals must (1) be submitted before the deadline, (2) follow the required format, (3) satisfy the packaging and labeling requirements, (4) be complete, and (5) include the required Attachments. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.
- 9) **Contract Compliance Requirements.** The State of Connecticut is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

The Treasurer is required to consider the following factors in considering the Respondent's qualifications: (1) success in implementing an affirmative action plan; (2) promise to develop and implement a successful affirmative action plan; (3) submission of bidder employment information indicating that the composition of the Respondent's workforce is at or near parity in the relevant labor market area; or (4) promise to set aside a portion of the contract for legitimate minority business enterprises.

- 10) **Consultants.** Any Respondent that has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of the Office of the Treasurer, whether or not direct contact with the agency, any agency or public official or state employee was expected or made, must disclose such consulting agreements in the **Affidavit of Third Party Fees and Disclosure of Consulting Agreements, Attachment D** of the Legal and Policy Attachments. The selected vendor will be required to provide an updated disclosure at the time the contract is executed. See the **Directions** accompanying the **Legal and Policy Attachments** for instructions.

- 11) **Style Requirements.** Proposals must conform to the following requirements: (1) be word processed or typewritten, (2) use font size of not less than 12 point, (3) have margins of not less than 1” on the top, bottom, and sides of all pages, (4) display the Respondent’s name on the header of each page, and (5) display page numbers at the bottom of each page.
- 12) **Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or packages. All proposals must be addressed to the Official Agency Contact. The name and address of the Respondent must appear in the upper left hand corner of the envelope or package. An original (clearly identified as such) proposal, seven conforming copies, and one copy in PDF format on a CD-R disk must be submitted. The original proposal must be signed by the Respondent. Unsigned proposals will be rejected. Proposals transmitted by facsimile or email will not be accepted or reviewed.
- 13) **Meetings with Respondents.** At its discretion, the agency may convene meetings with Respondents in order to gain a fuller understanding of the proposals. The meetings may involve interviews, presentations, or site visits. If the agency decides meetings are warranted, the Official Agency Contact will telephone Respondents to make an appointment. Any such meetings are tentatively scheduled during February and March, 2015.
- 14) **Surety Bond.** Include a statement that the Respondent is willing and able to furnish a performance bond upon award of a contract. The statement must be signed by the Respondent.

B. **Required Format and Content for Responses.** All proposals must follow the required format (below) and address all requirements listed in the prescribed order, using the prescribed numbering system. Failure to follow the required format may result in the disqualification of a proposal.

1) **Cover Letter**

- a. The proposal should contain a cover letter with the following information:
- b. Respondent Information
 1. Name of Respondent
 2. Business Location
 3. Mailing Address
- c. Respondent’s Representatives

The Respondent must designate an authorized representative and one alternate who may speak and act on behalf of the Respondent in all dealings with the agency, if necessary. Provide the following information for each individual.

1. Names and titles
 2. Telephone Numbers
 3. Email addresses
- d. A statement that the Respondent has the capability to provide the requested services.

- e. A statement that the Respondent meets the minimum qualifications set out in Section V. If a Respondent does not meet any of the minimum qualifications, they must identify which qualification(s) they do not meet and make a detailed case as to why the Treasurer should consider their firm and their product.
- f. A statement that the Respondent has thoroughly reviewed the RFP and acknowledges and accepts all terms and conditions included in the RFP.
- g. A statement that the Respondent has read and accepts the agency's standard contract and conditions in their entirety and without amendment, or has submitted noted proposed revisions. Careful consideration should be given to any proposal to amend language required by Connecticut law, regulation or policy ("Deal-Breaker Proposal"). Any Deal-Breaker Proposal must be accompanied by (i) a detailed business justification relative to the provision of required services or (ii) a legal opinion stating that the provision violates the law of the jurisdiction in which the Respondent does business.
- h. A statement that the Respondent has read and accepts the State's contract compliance requirements.

The cover letter must be signed by a person authorized to bind the Respondent to all commitments made in its proposal.

2) **Outline of Work**

- a. Work Plan--Provide a detailed, task-oriented breakdown for each activity in the Scope of Services. Respondents wishing to add activities to those specified in the Scope of Services must show the additions as separately numbered tasks.
- b. Methodologies--Describe how each activity will be accomplished, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes; include a description of the proposed method of working with the agency, the resources or services requested of the agency (if any), and the proposed method of receiving agency approval of deliverables.
- c. Deliverables--List and describe the form and content of each deliverable (outcome).
- d. Schedule--Include a proposed work schedule, by activity, indicating when each activity will be accomplished. Identify any significant milestones or deadlines. Include due dates for all deliverables.
- e. Personnel Resources
 - 1. Staffing Plan—Identify the personnel resources that will be assigned to each activity delineated in the work plan (above). State the proportion of time that personnel will allocate to each task of the project.

2. Key Personnel—Identify the key personnel that will be assigned to this project. Attach resumes reflecting their qualifications, including related work experience. [Note: The Office of the Treasurer must be notified in writing and in advance regarding the departure of any key personnel from the project.]

3) **Fee Proposal**

- a. Provide your fee proposal for performing the requested services. The State reserves the right to negotiate fees with the selected Respondent.

4) **Compliance**

- a. **Legal and Policy Attachments** - Complete all Legal and Policy Attachments in accordance with the directions provided. Failure to complete the Legal and Policy Attachments may result in the Proposal not being reviewed. **Legal and Policy Attachments should be separately bound.**

5) **Firm Questionnaire**

The following must be incorporated and included with your response to this RFP. Submit your responses in the same order as the questionnaire, listing the question first (including the letter and number) followed by your answer.

a. **Firm Capabilities**

1. **History**

- i. Provide your firm's complete name and primary address, include the name, title, address, telephone number and email address of a primary and alternate contact person who is authorized to act for the firm for this RFP. Provide a list of other office locations from which the services will be delivered.
- ii. Provide a brief history, from inception, of your firm and any parent organization. Within the past three years, have there been any significant developments in your organization, such as changes in ownership, restructuring, or personnel reorganizations? Do you anticipate future significant changes in your organization? If yes, please describe.

2. **Ownership**

- i. Describe the ownership structure of your organization giving specific details with regard to any parent or affiliates.
- ii. Include an organizational chart.

3. **Organization**

- i. Describe the line(s) of business of your firm, any parent organization and any affiliated companies. How many employees are involved in each line of business? What is the percentage breakdown of revenues from

each line of business? List any potential conflicts between the lines of businesses within the organization.

- ii. Within the last five (5) years, has your organization or an officer or principal been involved in any business litigation or other legal proceedings relating to the proposed contractual services listed in this RFP? If so, provide an explanation and indicate the current status or disposition.
- iii. Please describe the level of coverage for errors and omissions insurance and professional liability insurance List the insurance carrier(s) supplying the coverage.
- iv. Describe anti-fraud and security measures that are currently in place to ensure the integrity of the firm's database, transfer and storage of electronic information, and the protection from unauthorized access, including the firm's cyber security protocol.

b. Organization Relationships

Identify all subcontractors Respondent plans to hire in the performance of the services outlined in this RFP, and explain how your firm will ensure that those subcontractor(s) comply with all contractual requirements, including those related to confidentiality, double fees and conflicts of interest.

c. Employees

1. Provide resumes of the key individuals who would be assigned to the State's account.
2. List senior staff hires and departures over the last three years.
3. Provide brief explanation for each hire and each departure.
4. Provide data relating to turnover ratios of your professional staff over the last three years.
5. Describe your firm's compensation arrangement for professional staff. How does this arrangement encourage the retention of key individuals?

d. Clientele

1. Current Clients

Provide the firm's total number of clients, the number of clients that are public pension funds, the number of clients that are public pension funds with over \$1 Billion in assets, and the total assets under advisement for each of the past three years as of December 31, 2013.

2. Former Clients

Provide the number of clients who have terminated your firm's services in the last three years. In each case, detail the reason for termination.

e. **References**

Provide the following information from three (3) current or recent (within the past 12 months) clients: company/state name and address, contact name, title, phone number and email address and a brief statement of services rendered.

f. **Financial Condition**

If the Respondent is a firm or corporation, include the two most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If a Respondent has been in business for less than two years, such Respondent must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such Respondent or corporation.

Section IX--RFP Conditions

- 1) All proposals submitted in response to this RFP will become the sole property of the Office of the Treasurer.
- 2) The Treasurer is required, as a part of the procurement process, to certify that the Respondent awarded this contract was not selected as a result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
- 3) The successful Respondent will be required to execute certain Legal and Policy Attachments at the time of contract execution. The failure or inability to provide such additional affidavits shall be grounds for disqualification.
- 4) Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP will become the sole property of the Office of the Treasurer.
- 5) Timing and sequence of events resulting from this RFP will ultimately be determined by the Office of the Treasurer.
- 6) The Respondent agrees that the proposal will remain valid for a period of 180 days after the deadline for submission and may be extended beyond that time by mutual agreement.
- 7) By submitting its proposal, the Respondent warrants that all information provided in response to this RFP is accurate and complete as of the date of submission. **Respondent has an ongoing obligation during the pendency of this RFP to inform the Office of the Treasurer if any information previously provided is no longer true or complete, and to promptly provide updated information.** Changes in Respondent's ownership must be furnished with in forty-eight (48) hours of occurrence. Failure to do so is grounds for disqualification.
- 8) The Office of the Treasurer may amend or cancel this RFP at any time, if the agency deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered.

- 9) Any costs and expenses incurred by Respondents in preparing or submitting proposals, including travel expenses incurred to attend Respondents' meetings or interviews are the sole responsibility of the Respondent.
- 10) No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the Office of the Treasurer at the Respondent's sole cost and expense.
- 11) With the exception of joint ventures disclosed to the Office of the Treasurer in writing, the Respondent represents and warrants that the proposal is not made in connection with any other Respondent and is in all respects fair and without collusion or fraud. The Respondent further represents and warrants that the Respondent did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of Office of the Treasurer participated directly in the Respondent's proposal preparation.
- 12) All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- 13) The Respondent must accept the Office of the Treasurer's standard contract language and conditions. **See Standard Contract**, attached hereto as **Attachment N**.
- 14) The Office of the Treasurer reserves the right to award in part or to reject any and all proposals in whole or in part for misrepresentation or if the Respondent is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The Office of the Treasurer also reserves the right to waive technical defects, irregularities and omissions if, in its sole judgment, the best interest of the State will be served.
- 15) The Office of the Treasurer reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Respondent and subsequently awarding the contract to another Respondent. Such action on the part of the Office of the Treasurer shall not constitute a breach of contract on the part of the agency since the contract with the initial Respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the Office of the Treasurer and the Respondent.
- 16) Prior to its engagement by the Office of the Treasurer, the successful Respondent shall furnish the Office of the Treasurer with a current and valid Letter of Good Standing issued by the State of Connecticut Department of Revenue Services, pursuant to Connecticut General Statutes 12-2. The failure of the successful Respondent to timely provide a Letter of Good Standing prior to engagement may result in the removal and replacement of the successful Respondent.



State of Connecticut
Office of the Treasurer
Legal and Policy Attachments

Directions for completion of Legal and Policy Attachments

A link to each of the statutes cited is provided beginning on page 3. Documents to be completed begin on page 5.

A. Attachment A **CHRO CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO RESPONDENTS and BIDDER CONTRACT COMPLIANCE MONITORING REPORT** .

Please provide requested information and sign where indicated.

AND

Employer Information Report--- Complete an Employment Information Report for the current year and each of the 2 prior reporting periods (**for a total of 3 years of data**).

The forms in Attachment A are required to fulfill the Treasurer's obligation to consider certain factors relating to equal opportunity and affirmative action in her review of all respondents' qualifications, as required under Regulations of the Commission on Human Rights and Opportunities, Conn. Agency Regs. §§46a-68j-21 through 43.

B. Attachment B **NONDISCRIMINATION CERTIFICATION**: Any entity or individual entering into a contract with the state is required to provide documentation that the entity or individual has a policy that complies with the nondiscrimination agreement and warranty under Connecticut General Statutes § 4a-60(a)(1) (which prohibits discrimination based on race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents the performance of the work involved) and § 4a-60a(a)(1) (which prohibits discrimination based on sexual orientation). Conn. Gen. Stat. §4a-60(d) defines "marital status" and "mental disability". Conn. Gen. Stat. §46a-51 defines "gender identity or expression." Connecticut recognizes same sex marriages. See Conn. Gen. Stat. §46b-20, which defines "marriage" as the "legal union of two persons."

An authorized signatory must execute a **NONDISCRIMINATION CERTIFICATION** on behalf of corporate or business entities, evidencing compliance with the above requirements at the time the contract is signed. A sample Certification is included.

We are asking at this time for your firm to provide us with a written statement that if your firm is selected, you will provide the Office of the Treasurer with an executed certification document. A firm that cannot provide the requested written statement will be eliminated from further consideration.

C. Attachment C **EMPLOYMENT PRACTICES INFORMATION:**

The information requested expands on the information provided in Attachment A, by asking for information on the demographics of Respondents' upper level management, recent promotion statistics, and equal opportunity and affirmative action policy.

D. Attachment D **AFFIDAVIT OF THIRD PARTY FEES AND DISCLOSURE OF CONSULTING AGREEMENTS:**

Any person or entity wishing to do business with the State Treasurer must disclose in writing any payment or receipt of third party fees, or agreement to pay or receive third party fees attributable to the contract. This includes direct and indirect payments, including any payments made or to be made to subagents, and Respondent has a duty to inquire with respect to indirect payments. This disclosure requirement is imposed by Conn. Gen. Stat. § 3-13j for all investment services contracts. The following link will provide useful guidance on the types of payments that must be reported and those fees that are impermissible under Conn. Gen. Stat. §3-13l:

<http://www.state.ct.us/ott/disclosure/amendedregulations.pdf>

In addition, Respondents must report on this affidavit any "consulting agreement" entered into in connection with this contract, pursuant to the requirements of Conn. Gen. Stat. § 4a-81. "Consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted." If the consultant identified is a former Connecticut public official or state employee, report the former agency of such consultant and his/her employment termination date. Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

This affidavit must be signed by the chief official of the Respondent. If Respondent has no fees or agreements to report, please insert "none" on the affidavit.

E. Attachment E **TREASURY GIFT AFFIDAVIT:**

State law prohibits state agencies from executing a contract with a person or firm, having a total cost to the state of more than \$500,000 in a calendar or fiscal year, unless the agency receives an affidavit from the person or firm attesting that no gifts as defined in Conn. Gen. Stat. § 1-79 were given by the firm or by any principals or key personnel of the firm. See Conn. Gen. Stat. §4-250 et seq. The Treasurer requires **all** selected vendors to complete a Gift Certification when the contract is executed, regardless of the value of the proposed contract. Respondents are required to perform the necessary inquiry to complete this affidavit.

F. Attachment F **CORPORATE CITIZENSHIP:**

All Respondents are asked to demonstrate their commitment to being a good corporate citizen by providing information on their policies on charitable giving and civic activities they sponsor or participate in which improve the communities in which they are located and do business. Attachment F includes a list of questions, and Respondents are encouraged to report any other activities evidencing their commitment to being a good corporate citizen.

G. Attachment G **NOTICE OF CERTAIN LEGAL PROCEEDINGS:**

The purpose of this disclosure is to inform the Treasurer of any legal proceedings or investigations in the recent past or that are ongoing that could have a material effect on Respondent's ability to perform services for the Treasury or affect its business relationship with this office. Please do not respond by referring the State Treasurer to online filings with public agencies, such as the SEC. It is Respondent's obligation to provide the information. Respondents having no information to report in response to any of the disclosure requests, may indicate "none" on the Supplemental Information attachment.

H. Attachment H **CAMPAIGN CONTRIBUTION AFFIDAVIT:**

State law prohibits the State Treasurer from entering into a contract for investment services with any firm when a political committee established by the firm, or any "principal of the investment services firm," as defined in the law, has contributed to or solicited contributions on behalf of an exploratory or candidate committee established by the State Treasurer for her nomination or election to the Office of State Treasurer. See Conn. Gen. Stat. §§1-84(n), 9-612(e). In addition, state law prohibits certain entities and individuals from making contributions to or knowingly soliciting contributions from employees, subcontractors or principals of subcontractors on behalf of candidates for statewide office or the General Assembly. Respondents that do not maintain in the ordinary course of business the information needed to complete the required attestation, are required to perform the inquiry necessary to complete this affidavit.

I. Attachment I **NOTICE TO STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN:**

Pursuant to Conn. Gen. Stat. § 9-612(f), all state agencies are required to provide a Notice to their Prospective State Contractors, informing them of (1) the ban on campaign contributions to and limits on solicitation of contributions on behalf of candidates for statewide elective office, (2) their duty to inform their principals of the law, and (3) the possible consequences of violation of the law. An authorized signatory of the firm must acknowledge receipt of the State Elections Enforcement Commission's Notice (Attachment I) as indicated.

J. Attachment J **ANTI-TERRORISM; FOREIGN ASSET CONTROL REGULATIONS; FOREIGN CORRUPT PRACTICES ACT:**

The purpose of this attachment is to assist the Treasurer in fulfilling her statutory duty under Conn. Gen. Stat. §3-13d(a) to consider the implications of any investment in relation to the foreign policy and national interests of the United States and to avoid the investment of pension funds in entities that are contributing to the threat of global terrorism.

K. Attachment K **CONFLICTS OF INTEREST:**

Any material conflicts of interest must be disclosed. Respondents with no conflicts to report, please insert "None".

Links to Statutes

Conn. Gen. Stat. § 1-79 http://www.cga.ct.gov/current/pub/chap_010.htm#sec_1-79

Conn. Gen. Stat. § 1-84 http://www.cga.ct.gov/current/pub/chap_010.htm#sec_1-84

Conn. Gen. Stat. § 3-13d http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13d

Conn. Gen. Stat. § 3-13j http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13j

Conn. Gen. Stat. § 3-13l http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13l

Conn. Gen. Stat. § 4-250 et seq. http://www.cga.ct.gov/current/pub/chap_055c.htm

Conn. Gen. Stat. § 4a-60 http://www.cga.ct.gov/current/pub/chap_058.htm#sec_4a-60

Conn. Gen. Stat. § 4a-81 http://www.cga.ct.gov/current/pub/chap_058.htm#sec_4a-81

Conn. Gen. Stat. § 9-612 http://www.cga.ct.gov/current/pub/chap_155.htm#sec_9-612

Conn. Gen. Stat. § 46a-51 http://www.cga.ct.gov/current/pub/chap_814c.htm#sec_46a-51

Conn. Gen. Stat. § 46b-20 http://www.cga.ct.gov/current/pub/chap_815e.htm#sec_46b-20

Conn. Agency Regs. §§46a-68j-21 et seq. http://www.ct.gov/chro/lib/chro/Contract_Compliance_Regs.pdf

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are

active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

DEFINITIONS

Executive/Senior Level Officials and Managers. Individuals who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, including investment management services, within the parameters approved by boards of directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO, whose responsibilities require frequent interaction with the CEO. Examples of these kinds of managers are: chief executive officers, chief operating officers, chief financial officers, line of business heads, presidents or executive vice presidents of functional areas or operating groups, chief information officers, chief investment officers and/or senior portfolio managers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.

First/Mid Level Officials and Managers. Individuals who serve as managers, other than those who serve as Executive/Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations. These managers receive directions from the Executive/Senior Level management and typically lead major business units. They implement policies, programs and directives of executive/senior management through subordinate managers and within the parameters set by Executive/Senior Level management. Examples of these kinds of managers are: vice presidents and directors, group, regional or divisional controllers; treasurers; human resources, information systems, marketing, and operations managers. The First/Mid Level Officials and Managers subcategory also includes those who report directly to middle managers. These individuals serve at functional, line of business segment or branch levels and are responsible for directing and executing the day-to-day operational objectives of enterprises/organizations, conveying the directions of higher level officials and managers to subordinate personnel and, in some instances, directly supervising the activities of exempt and non-exempt personnel. Examples of these kinds of managers are: portfolio managers; first-line managers; team managers; unit managers; operations and production managers; branch managers; administrative services managers; purchasing and transportation managers; storage and distribution managers; call center or customer service managers; technical support managers; and brand or product managers.

Professionals. Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include: accountants and auditors; airplane pilots and flight engineers; analysts (budget, credit, financial, management); architects; artists; chemists; computer programmers; designers; dieticians; economists; editors; engineers; human resource specialists; lawyers; librarians; mathematical scientists; natural scientists; registered nurses; physical scientists; physicians and surgeons; social scientists; teachers; and surveyors.

Sales Workers. These jobs include non-managerial activities that wholly and primarily involve direct sales. Examples of these types of positions include: advertising sales agents; insurance sales agents; real estate brokers and sales agents; wholesale sales representatives; securities, commodities, and financial services sales agents; telemarketers; demonstrators; retail salespersons; counter and rental clerks; and cashiers.

Administrative Support Workers. These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include: office and administrative support workers; bookkeeping; accounting and auditing clerks; cargo and freight agents; dispatchers; couriers; data entry keyers; computer operators; shipping, receiving and traffic clerks; word processors and typists; proofreaders; desktop publishers; and general office clerks.

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
---	---

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.

6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct?
Yes__ No__

13. Is there a person in your company who is responsible for equal employment opportunity?
Yes__ No__
If yes, give name and phone number.

PART III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes__ No__

PART IV - Bidder Employment Information

Please go to www.state.ct.us/ott and click on the doing business link and then on the “compliance” tab to download a fillable **EMPLOYER INFORMATION REPORT**. Provide employment data for the current year and each of the previous 2 years (for a total of 3 years data).

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service				Work Experience	
Private Employment Agencies				Ability to Speak or Write English	
Schools and Colleges				Written Tests	
Newspaper Advertisement				High School Diploma	
Walk Ins				College Degree	
Present Employees				Union Membership	
Labor Organizations				Personal Recommendation	
Minority/Community Organizations				Height or Weight	
Others (please identify)				Car Ownership	
				Arrest Record	
				Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing):

I certify that the statements made by me on this **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

STATE OF CONNECTICUT
OFFICE OF THE TREASURER

EMPLOYMENT PRACTICES INFORMATION

COMPANY Name _____ (“Respondent”)

Please provide the following information:

- a. A current list of the titles and years of employment of women and minority key managers and/or senior officers.
- b. Documentation of any promotions in the past three (3) years among
 - i. minority professionals or managers
 - ii. women professionals and managers
- c. A copy of your firm’s equal opportunity and affirmative action policy.
- d. Any other information that would demonstrate the firm’s commitment to expanding diversity in the workplace, including recruiting initiatives, retention and promotion efforts, and ongoing assessment of the firm’s progress.

The undersigned, on behalf of the company identified above, hereby certifies that the information provided in response to this Attachment C is true and accurate to the best of his/her knowledge and belief under penalty of false statement.

Certifying Official:

Signature _____

Name _____

Title _____

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

STATE OF CONNECTICUT
OFFICE OF THE TREASURER

AFFIDAVIT OF THIRD PARTY FEES AND
DISCLOSURE OF CONSULTING AGREEMENTS

I, _____, a duly authorized officer and/or representative of _____, being duly sworn, hereby depose and say that:

- I am over eighteen (18) years of age and believe in the obligations of an oath.
- _____ (firm name) intends to enter into a contract to furnish services to the Office of the State Treasurer (the "Contract").
- All third party fees, agreements to pay third party fees, and consulting agreements attributable to the Contract are as follows:

NAME OF PAYEE	DOLLAR AMOUNT PAID OR VALUE OF NON-CASH COMPENSATION AND DATE	FEE ARRANGEMENT	SPECIFIC SERVICES PERFORMED OR TO BE PERFORMED BY PAYEE ¹

(Attach additional copies of this page as necessary.)

NOTE: For each third party fee or consulting arrangement described above, complete the attached Form A3a.

- The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed: _____

Print Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public/Commissioner of the Superior Court

¹ Please attach documents evidencing the terms of the fee arrangement and services.

**FORM A3A: FOR COMPLETION BY ALL VENDORS BEFORE
CONTRACTING**

**STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER**

ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES

A. For each fee arrangement disclosed in the attached Affidavit, provide the following information about the third party payee:

- (1) Name
- (2) Address
- (3) Is the person or entity registered with the Securities and Exchange Commission, a state regulatory authority or FINRA? If so, provide details
- (4) Name of the President/Chief Executive Officer
- (5) Name, telephone number and email address of the individual principally responsible for work performed in connection with the contract, investment or proposed investment with the Office of the Treasurer

B. Please explain whether and how each such payment falls within one or more of the following categories of compensation providing an exception to the prohibition on finder's fees:

- (1) Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
- (2) Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
- (3) Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
- (4) Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or
- (5) Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

C. Attach a copy of the agreement evidencing the terms of the fee arrangement and the services, **and** provide a narrative description of any services actually rendered by the third party payee in connection with the contract, investment or proposed investment with the Office of the Treasurer.

D. For each fee arrangement disclosed in the affidavit, please respond to the following:

- (1) Is the fee paid to a former state employee or public official? If so, please identify such person's former agency, position and the date such employment was terminated.

"Consulting agreement" shall have the meaning set forth in Section 4a-81(b)(1).

"Third party fees" includes those activities enumerated in Section 3-13j of the Connecticut General Statutes, and includes direct **and** indirect payments, such as payments by a placement agent to a subagent.

E. Respondents disclosing payments to, or agreements to pay, placement agents have a duty to inquire and shall report any payments to, or agreements to pay, subagents, and provide all information and documentation requested under A through D, above, with respect to any sub-agent.

STATE OF CONNECTICUT
OFFICE OF THE TREASURER

GIFT AFFIDAVIT

Company Name: _____ (“Respondent”)

I, _____,
(name and title)

am authorized to execute a contract on behalf of the Respondent. I hereby certify that neither I, the Respondent, nor any of its principals or key personnel who participate directly, extensively and substantively in the preparation of bids or proposals or in negotiating state contracts, nor any agent of the foregoing, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the Office of the State Treasurer who participates directly, extensively, and substantively in the preparation of bid solicitations or requests for proposals for state contracts or in the negotiation or award of state contracts; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the Office of the State Treasurer.

Further, neither I nor any principals or key personnel of the Respondent, nor any agent of the foregoing, knows of any action by Respondent to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Respondent, nor any agent of the foregoing, to provide a gift to any such public official or state employee.

Further, the Respondent made its bid or proposal without fraud or collusion with any person.

Certifying Official:

Signature _____

Name _____

Title _____

Sworn and subscribed to before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date

***STATE OF CONNECTICUT
OFFICE OF THE TREASURER***

CORPORATE CITIZENSHIP

COMPANY Name _____ (**“Respondent”**)

Please provide the Office of the Treasurer with information regarding the Respondent’s policies/practices that demonstrate respondent’s positive commitment to the communities in which it does business.

1. Describe the Respondent’s commitment to corporate citizenship, identifying priorities of the Respondent and providing evidence of the impact of its activities. If the Respondent has a written Corporate Citizenship policy, please provide a copy of the policy.

- (a) For the priorities identified, indicate the types of organizations the Respondent supports, and the nature of the commitment (i.e. event sponsorship; ongoing financial support; in-kind support)
- (b) Does the Respondent have policies that encourage employees’ charitable activities or contribution? Please describe such policies.
- (c) Has Connecticut benefitted from any of the Respondent’s corporate citizenship activities? Is it a component of the Respondent’s corporate citizenship policy to evaluate opportunities to make an impact in communities where it expands its business?

2. Describe the Respondent’s commitment to diversity, and education and training of the next generation of workers in your profession. Please include:

- (a) A brief description of any internship programs Respondent offers and the applicable percentage of minority and women recipients.
- (b) A brief description of any scholarships Respondent provides to students and the applicable percentage of minority and women recipients.

3. Does Respondent have a written procurement policy or program to foster business relationships with women-owned, minority-owned and/or emerging businesses? Please provide details of the program and the percentage of business conducted with women-owned, minority-owned and/or emerging businesses

4. Provide any additional information not covered above that would help give the Treasurer a better understanding of Respondent’s views on corporate citizenship.

*STATE OF CONNECTICUT
OFFICE OF THE TREASURER*

NOTICE OF LEGAL PROCEEDINGS

COMPANY (“Respondent”) _____

I _____ hereby represent that:
(name and title)

1. I have the requisite knowledge and authority, and have made any inquiry necessary, to fully, completely and accurately provide the information requested in this affidavit;

2. I have disclosed in the Supplemental Information attached to this affidavit:

- a. any and all material lawsuits, legal or administrative proceedings or governmental investigations, criminal actions or law enforcement activities (including those by federal, state or local authorities, or self-regulatory organizations) or non-routine Securities and Exchange Commission inquiries or investigations relating to Respondent or any of Respondent’s affiliates, including any proceedings to which Respondent, its affiliates, or any of their respective officers, directors or employees is a named party or of which any of such has been the focus, that have occurred in the last five (5) years or that are currently threatened, including whether Respondent or any of its affiliates, or their respective officers, directors or employees has been censured by any regulatory body;
- b. any claim for errors & omissions, fiduciary liability and/or fidelity bond insurance coverage submitted by Respondent, its principals or any of Respondent’s affiliates in the past five (5) years;
- c. any and all ongoing internal investigations of any of Respondent’s officers, directors or employees, giving specific attention to those persons who would be closely responsible for the products or services sought by the Office of the Treasurer.

3. Except as disclosed in the Supplemental Information attached hereto, I am not aware of any activities of the Respondent, its affiliates, or any officers, directors or employees of the Respondent or its affiliates, that are likely to result in any of the above investigations or proceedings.

4. Respondent has adequate procedures in place to undertake internal investigations of its employees, officers and directors, which procedures are described in the Supplemental Information attached hereto.

The undersigned, on behalf of the Respondent identified above, hereby certifies that the information set forth in response to this Attachment G, including any and all Supplemental Information, is sworn to as true, complete and accurate to the best of my knowledge and belief, under penalty of false statement.

Certifying Official:

Signature _____

Name _____

Title _____

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/ Notary Public

Commission Expiration Date

SUPPLEMENTAL INFORMATION
to Attachment G

Respondent's Name _____

2a.

2b.

2c.

4.

STATE OF CONNECTICUT
OFFICE OF THE TREASURER

CAMPAIGN CONTRIBUTION DISCLOSURE

COMPANY (“Respondent”) _____

I, _____ (name and title), duly authorized, after diligent inquiry, hereby certify that since January 1, 2014, none of the following have

(1) made a contribution to (a) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (b) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (c) a party committee; or

(2) knowingly solicited contributions from Respondent’s employees, subcontractors, or principals of subcontractors on behalf of (a) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (b) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (c) a party committee:

- a. Director of or person having an ownership interest in the Respondent of 5% or greater;
- b. The President, Treasurer, or Executive Vice President (or similar positions) of the Respondent;
- c. An officer or employee of the Respondent having managerial or discretionary responsibilities with respect to services provided to the Office of the Connecticut State Treasurer;
- d. The spouse or dependent child aged 18 or older of any individuals described in subsections a-c; or
- e. A political committee established or controlled by the Respondent or an individual identified in subsections a-d.

Sworn to as true, accurate and complete to the best of my knowledge and belief, under penalty of false statement.

Signed: _____

Print name: _____

Date: _____

Title: _____

Sworn and subscribed before me on this day of , 20__.

Commissioner of the Superior Court/Notary Public

Commission Expiration Date

SEEC FORM 10CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11**Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations*****Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents***

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor.

Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred

thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 3 of 3



ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name

MI

Last Name

Suffix

TITLE

COMPANY NAME

STATE OF CONNECTICUT
OFFICE OF THE TREASURER

ANTI-TERRORISM
FOREIGN ASSET CONTROL REGULATIONS,
FOREIGN CORRUPT PRACTICES ACT

COMPANY (“Respondent”) _____

I _____ (name, title and company name) hereby represent that:

- 1. I have the requisite knowledge and authority, and have made any inquiry necessary, to fully, completely and accurately provide the information requested in this affidavit, for the three year period up to and including the date of this affidavit;
- 2. Respondent is not and has not been included on the Specially Designated Nationals and Blocked Persons List of the United States Treasury Department’s Office of Foreign Assets Control.
- 3. By agreeing to provide, and in providing, the services pursuant to this RFP, the Respondent will not be in violation of the United State Executive Order 13224 of September 24, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, (the Anti-Terrorism Order) or the provisions of The USA Patriot Act, title III, or the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001 (as it may be amended from time to time) and any regulations promulgated thereunder.
- 4. The Respondent is not a party with which the Treasurer is prohibited from dealing under the laws of the United States.
- 5. The Respondent has not made any direct or indirect payments to any foreign government official, government employee, political party or official in violation of the United States Foreign Corrupt Practices Act.

The undersigned, on behalf of the Respondent identified above, hereby certifies that the information set forth in response to this Attachment J including any and all Supplemental Information is sworn as true and accurate to the best of my knowledge and belief, under penalty of false statement.

Certifying Official:

Signature _____

Name _____

Title _____

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/Notary Public

Commission Expiration Date

*STATE OF CONNECTICUT
OFFICE OF THE TREASURER*

CONFLICTS OF INTEREST

COMPANY (“Respondent”) _____

In accordance with the State of Connecticut laws and regulations, for the years 2010 to the present, the Respondent must provide the Office of the Treasurer with information regarding any agreements, relationships, retainers or other arrangements that your firm or any employee of your firm has with any other firm, person or entity that may create a conflict of interest or the appearance of a conflict of interest.

Please list any possible, known or potential conflicts of interests with the Office of the Treasurer that the Respondent may have. Please also describe the arrangement and the parties involved. If necessary, the Respondent should attach additional sheets labeled as Supplemental Information to Attachment K.

The undersigned, on behalf of the Respondent identified above, hereby certifies that the information set forth in this Attachment K and any Supplemental Information to Attachment K is true, complete and accurate.

Certifying Official:

Signature _____

Name _____

Title _____

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/Notary Public

Commission Expiration Date



**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

CONSULTANT QUESTIONNAIRE

Definitions:

- (a) “Consultant” or “you” refers to your firm, including key personnel who exercise a significant role in providing services to the CRPTF under the firm’s contract with the Office of the State Treasurer.
- (b) “CRPTF” refers to the Connecticut Retirement Plans and Trust Funds.
- (c) “Relationship” refers to any financial, business, personal or familial relationship that is likely to bias the consultant’s evaluation of or advice with respect to a transaction or assignment on behalf of the CRPTF.

Questions:

1. Are you registered with the SEC or a state securities regulator as an investment adviser? If so, have you provided the Office of the Connecticut State Treasurer with all disclosures required under those laws (including Part II of [Form ADV](#))? These must be submitted annually or as amended.
2. (a) Do you or any related companies have relationships with money managers that you recommend, consider for recommendation, or otherwise mention to the CRPTF for consideration? If so, describe those relationships.
- (b) Do you or any related companies have relationships with service providers that have relationships with money managers that you recommend, consider for recommendation, or otherwise mention to the CRPTF for consideration? If so, describe those relationships.
3. (a) Do you or any related companies receive any payments from money managers you recommend, consider for recommendation, or otherwise mention to the CRPTF for consideration? If so, what is the extent of these payments in relation to your other income (revenue)?
- (b) Do you or any related companies receive any non-monetary benefits from money managers or service providers you recommend, consider for recommendation, or otherwise mention to the CRPTF for consideration? If so, describe the nature and extent of these benefits.

- (c) Do you host any conferences that are attended by money managers that you recommend, consider for recommendation or otherwise mention to CRPTF? If so, indicate the cost to attend, whether clients are also invited and the cost for clients to attend, and provide a list of money managers attending any such conference(s) in the past year.
4. Do you have any policies or procedures to address conflicts of interest or to prevent these payments or relationships from being considered when you provide advice to your clients? Please describe such policies and procedures.
 5. If you allow any plan clients to pay your consulting fees using the plan's brokerage commissions, do you monitor the amount of commissions paid and alert plans when consulting fees have been paid in full? If not, how can a plan make sure it does not over-pay its consulting fees?
 6. If you allow any plan clients to pay your consulting fees using the plan's brokerage commissions, what steps do you take to ensure that the plan receives best execution for its securities trades?
 7. Do you have any arrangements with any broker-dealers by which you or a related company will benefit if money managers place trades for their clients with such broker-dealers?
 8. Do you acknowledge that you have a fiduciary obligation as an investment adviser to the CRPTF pursuant to your contract with the Office of the Connecticut State Treasurer?
 9. Do you consider your firm to be a fiduciary under ERISA with respect to the recommendations you provide the CRPTF?
 10. What percentage of your plan clients utilize money managers, investment funds, brokerage services or other service providers from whom you receive fees?
 11. Do you have any incentive arrangements with any other clients that affect or could influence how you allocate investment opportunities to the CRPTF? If so, please provide details.
 12. Describe the ownership structure of your organization, giving specific details with regard to any parent or affiliates, including a broker/dealer, and any changes in the past year (mergers, spin offs, etc.). Please provide a corporate organizational chart.

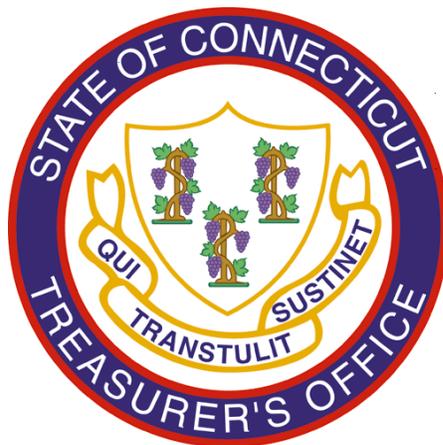
ENVIRONMENTAL/SOCIAL/GOVERNANCE (ESG) QUESTIONNAIRE

{-INSERT MANAGER/FIRM NAME-}

1. To what extent do you apply the UN Principles of Responsible Investment?
2. There are many risks and opportunities facing companies that are not captured on the balance sheet or income statement. These are often grouped together under the heading Environmental, Social and Governance (ESG). Please list some examples of the ESG risks and opportunities that you would consider in the investment decision-making process made on behalf of the public pension fund client.
3. How do you evaluate the potential financial impact of these ESG factors on investment performance of a fund?
4. Please give some examples where ESG factors have been taken into account in your fund recommendations.
5. How proactive are you in encouraging companies in which you invest to consider ESG issues? (please give examples)
6. In the event a portfolio company were to become publicly listed, who at your firm would be responsible for making voting decisions (fund manager, investment analyst or separate proxy voting staff), and what support do you have in gathering information and forming their view? Is there a formal process for research related to proxy voting? How is this information shared and used?
7. Please identify any occasions when you have engaged with an underlying portfolio company and describe whether the information gleaned through your engagement influenced your decision to recommend an investment.
8. For managers active in the UK please state whether or not you are in compliance with the Financial Reporting Council's Stewardship code regarding corporate governance and engagement. If not, please explain.
9. Are you a signatory of any sustainability-related initiatives or groups such as the Carbon Disclosure Project (CDP), International Corporate Governance Network (ICGN), Investor Network on Climate Risk (INCR), UK Stewardship Code, etc.?
10. Who at your firm is ultimately responsible for your sustainability policies and research? Is ESG research carried out by a specialist or by generalist partners / PMs?
11. What data sources do you use to access ESG-related data? For instance, do you rely on company reports, or do you focus instead on third party analysis such as that provided by Carbon Tracker?
12. What training or resources do you provide for your investment professionals to help staff keep abreast of emerging sustainability issues?

13. Do you have policies to exclude investment in companies that are in breach of international law, such as those involved in the production of landmines and cluster munitions?
14. Do you have a 'house view' on how the cost of carbon is going to evolve over the coming decade? If so, what is that view?
15. What is your view on how climate change will impact the global economy in the near term (5 year) and longer term (20 year) future?
16. What is your opinion on the likely costs (to individual companies and the global economy) of climate change over the coming decade? Which do you think will have the greatest impact: costs arising from direct losses, or costs of adaptation to the effects of climate change?
17. How do you take account of bribery and corruption issues for the companies in your investment universe? Do you have a specific policy in this area? Does this affect your investment decision, or is it an issue you would take up in your engagement with portfolio companies?
18. If applicable, what is the carbon footprint of a typical portfolio (e.g. your previous vintage fund or the pooled fund associated with this strategy)?
19. Which company in your portfolio is most exposed to water-related risks? To what extent did you take those risks into account when investing in this company?
20. Please provide some examples (either current or historic) of portfolio companies that were active in a sustainability related area (e.g. renewable energy, clean tech, energy efficiency, water use, recycling, etc.).
21. How many companies currently in your portfolio have a sustainability strategy (covering ESG risks and opportunities) as part of their forward-looking business plan? How do you evaluate the success of the Board of Directors in overseeing this plan?
22. If applicable, please outline one issue on which you expect to engage with a portfolio company over the coming year.

Additional ESG Practices:



PERSONAL SERVICE AGREEMENT

BETWEEN

STATE OF CONNECTICUT

OFFICE OF THE TREASURER

AND

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE #</u>
1	Term _____	1
2	Definitions _____	1
3	Scope of Services _____	2
4	Compensation _____	2
5	Representations and Warranties of the Contractor _____	2
6	Changes in Services _____	4
7	Labor and Personnel _____	4
8	Insurance Requirements _____	4
9	Quality Surveillance _____	6
10	Nondisclosure _____	6
11	Promotion _____	6
12	Confidentiality _____	6
13	Non-Discrimination _____	7
14	Fiduciary Duties _____	10
15	Indemnification _____	10
16	Liability _____	11
17	Corporate Citizenship _____	11
18	Third Party Fee Disclosure _____	11
19	Campaign Contributions _____	12
20	Code of Ethics _____	12

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE #</u>
21	Notice of Certain Legal Proceedings, Internal Investigations _____	13
22	Compliance; Duty to Update; Whistleblower _____	13
23	Equal Opportunity and Diversity _____	14
24	Gift Affidavit _____	14
25	Pay-to-Play _____	15
26	Entire Agreement; Integration; Amendments _____	15
27	Notices _____	15
28	Governing Law; Jurisdiction; Venue _____	16
29	Discovery of Conflicts, Errors, Omissions and Discrepancies _____	16
30	Non-Waiver _____	16
31	Survival _____	16
32	Sovereign Immunity _____	17
33	Termination _____	17
34	Assignment _____	17
35	Severability _____	17
36	Applicable Executive Orders of the Governor _____	17
37	Successor and Assigns _____	18
38	Miscellaneous Provisions _____	18
39	Headings _____	20
40	Further Assurances _____	20
41	Counterpart Originals _____	20

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE #</u>
EXHIBIT A	Executive Order Three.....	22
EXHIBIT B	Executive Order Seventeen.....	26
EXHIBIT C	Executive Order Sixteen.....	28
ATTACHMENT 1	Conflicts of Interest Disclosure Form.....	30
ATTACHMENT 2	Affidavit of Third Party Fees.....	31
ATTACHMENT 3	CHRO – Contract compliance and Regulations.....	34
ATTACHMENT 4	Gift Affidavit.....	40
ATTACHMENT 5	Insurance Certification.....	41
ATTACHMENT 6	SEEC Form 10.....	42
ATTACHMENT 7	Attorney General Non-Discrimination Certification.....	45

FORM

PERSONAL SERVICES AGREEMENT (Non-Investment)

This **PERSONAL SERVICES AGREEMENT** ("Agreement") is entered into as of [REDACTED] (the "Commencement Date"), between the **STATE OF CONNECTICUT** (the "State"), acting through its Treasurer, as Trustee (the "Treasurer") and [REDACTED], a corporation, having a principal place of business [REDACTED] (the "Contractor").

WHEREAS, Section 3-11a of the Connecticut General Statutes authorizes the Treasurer to enter into contracts to as may be necessary and proper for the discharge of her duties;

WHEREAS, the Treasurer has selected the Contractor based on the Contractor's representations in a competitive selection process and wishes to appoint the Contractor as [REDACTED], and the Contractor wishes to accept this appointment, on the terms and conditions set forth below; and

WHEREAS, the Contractor hereby reaffirms the reliability and accuracy of the written and oral representations made to the Treasurer in Contractor's solicitation of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals that are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term

This Agreement shall commence on the Commencement Date, and shall expire on the earlier of (i) [REDACTED] or (ii) termination by either party as set forth in Section 33 hereof (Termination).

2. Definitions

- A. "Agreement" shall mean this Personal Services Agreement.
- B. "C.G.S." shall mean the Connecticut General Statutes.
- C. "Commencement Date" shall have the meaning set forth in the introductory paragraph hereto.
- D. "Commission" shall mean the Connecticut Commission on Human Rights and Opportunities.
- E. "Contractor" shall mean [REDACTED].
- F. "Election Laws" shall mean C.G.S. Sections 9-612 et seq, as amended from time to time.

- G. “Gift Affidavit” shall have the meaning set forth in Section 24 (Gift Affidavit) hereof.
- H. “Internal Investigation” shall have the meaning set forth in Section 21 (Legal proceedings) hereof.
- I. “Proceeding” shall have the meaning set forth in Section 21 (Legal Proceedings) hereof.
- J. “State” shall mean the State of Connecticut.
- K. Intentionally left blank
- L. “State Ethics Code” shall mean Chapter 10 of the Connecticut General Statutes.
- M. “Treasurer” shall mean the then-current Treasurer of the State of Connecticut. Whenever the term Treasurer is used in this Agreement, it shall include the Treasurer or her authorized agent, employee or designee.

3. Scope of Services

- A. SEE RFP
- B. From time to time during the term of this Agreement, as part of the services provided hereunder, the Contractor may provide or cause others to provide to the TREASURER, and the TREASURER may, in her sole discretion, fully participate in and/or accept, certain educational opportunities and/or materials prepared by or obtained by the Contractor for use by or distribution to its clients, such as, but not limited to, seminars, conferences, symposiums, lectures, classes, informal or formal meetings, computer software, computer hardware (such as “thumb” or “usb” drives), publications, periodicals and the like ("Educational Opportunities"), provided that Educational Opportunities relate to those areas of the Contractor’s expertise and its performance of the services hereunder. For the purposes of this section, Educational Opportunities may include, but not be limited to, reasonable travel, lodging and meal expenses associated with the TREASURER's participation in Educational Opportunities. The Contractor hereby expressly acknowledges that the value of any Educational Opportunities is part of the valuable consideration exchanged herein and, accordingly, the Contractor has accounted for such value in the fees delineated in the Section 4 (Compensation) of this Agreement.

4. Compensation

5. Representations and Warranties of the Contractor

- A. The Contractor represents and warrants that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized and financed to perform such services.

- B. The Contractor represents and warrants that neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will violate any agreement or contractual commitment to which the Contractor is a party or by which it is bound, any law, regulation, order, or any provision of the Contractor's charter documents. The Contractor further represents and warrants that it is not a party to any existing agreement that would prevent the Contractor from entering into and performing this Agreement. For the term of this Agreement, the Contractor agrees not to enter into any other agreement that is in conflict with the Contractor's obligations under this Agreement.
- C. The Contractor represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the state of its organization and has full corporate power and authority to carry on its business as it has been and is currently being conducted.
- D. The Contractor represents and warrants that it has full power and authority to enter into and perform fully the terms of this Agreement and that the execution of this Agreement on behalf of the Contractor is duly authorized and, upon execution and delivery, this Agreement shall be binding upon the Contractor in accordance with its terms.
- E. The Contractor represents and warrants that it has completed, obtained and performed all applicable registrations, filings, approvals, licenses, authorizations, consents and/or examinations required by any government or governmental authority for entry into this Agreement and performance of the services contemplated herein, and the Contractor further represents and warrants that it shall maintain all such proper and required registrations, filings, approvals, licenses, authorizations, consents and/or examinations for the term of this Agreement.
- F. The Contractor represents and warrants that it shall act as an independent contractor in performing this Agreement and shall maintain complete control over its employees and any subcontractors hired by it to perform services hereunder.
- G. The Contractor represents and warrants that it shall perform all services hereunder in accordance with the terms of this Agreement and in compliance with all applicable federal, state and local laws, regulations, guidelines, permits and requirements.
- H. The Contractor represents that services to be rendered hereunder do not in any way conflict with other contractual commitments with or by the Contractor.
- I. The Contractor represents and warrants that neither any representation and warranty contained herein nor any written statements, certificates or documents delivered or to be delivered to the Treasurer or the Treasurer's designated representative(s) by or on behalf of the Contractor contains or will contain any misstatements of material fact, or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- J. The Contractor represents and warrants that the Contractor (including its key professionals) has no undisclosed material or potential conflict of interest with the Treasurer. Any previously undisclosed material or potential conflicts of interest are disclosed on **Attachment 1** hereto.

Advisor represents and warrants that it shall, no less than annually and for the term of this Agreement, report to the Treasurer any changes to the disclosure provided on **Attachment 1**.

- K. The Contractor shall promptly notify the Treasurer in writing in the event any of the foregoing acknowledgements, representations, warranties or agreements herein shall no longer be true.

6. Changes in Services

When changes in services are required or requested by the Treasurer, the Contractor shall promptly estimate the monetary effect of such services and so notify the Treasurer. Subject to the terms and conditions set forth in Section 26 hereof (Amendments), the Contractor shall not implement any change in services under this Agreement unless such change is first approved by the Treasurer in writing. Unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in services.

7. Labor and Personnel

At all times, the Contractor shall utilize qualified personnel necessary to perform the services under this Agreement. The Contractor shall, if requested to do so by the Treasurer, reassign from the Treasurer's account, within a reasonable period of time, any employee or authorized representative whom the Treasurer, in her sole discretion, determines is incompetent, dishonest, uncooperative or unable to effectively perform the responsibilities and services required hereunder.

8. Insurance Requirements

- A. Minimum Coverage Requirements. At minimum, the Contractor shall at its sole cost and expense, during the term of this Agreement, procure and maintain in full force and effect the types and minimum limits of insurance coverage specified in this Section 8 (Insurance) against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. In no event shall the Contractor perform work under this Agreement until the required evidence of insurance has been furnished to the Treasurer. All insurance shall be procured from reputable insurers (rated A-, class X or better by A.M. Best & Company) that are approved/admitted to do business in the State of Connecticut or otherwise acceptable to the Treasurer. Coverage for occurrences happening during the performance of the services provided hereunder shall be maintained in full force and effect under the policy.
- B. Comprehensive General Liability Insurance: The Contractor shall obtain and maintain occurrence-based commercial general liability insurance or similar coverage with a limit of not less than \$1,000,000 for each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- C. Professional Liability Insurance or Miscellaneous Professional Liability Insurance. The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than . The Contractor's

- insurance policy must have a provision for a supplemental Extended Reporting Period (“ERP” a/k/a “tail coverage”). This tail coverage allows for claims to be reported after the policy is terminated for covered incidents that occurred while the Contractor was insured. Should the Contractor cease operations which would result in the termination of this claims-made policy prior to the expiration date of this agreement, the Contractor is required to activate the supplemental “ERP” or “tail” coverage by purchasing the extended coverage prior to the policy’s termination. The Extended Reporting Period must be for one full year after termination.
- D. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the Treasurer. At the Treasurer’s reasonable option, the Contractor shall reduce such deductibles or self-insured retentions, or shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- E. Certification. The Contractor shall certify to the Treasurer in writing upon execution of this Agreement (Attachment 5) and, thereafter at least annually, the nature, amount of and carrier of insurance insuring the Contractor against the risks specified, and the indemnification obligations and liabilities of the Contractor contained in this Agreement. Prior to the execution of this Agreement and as requested by the Treasurer, the Contractor shall furnish the Treasurer in writing with proof of its insurance coverage. In doing so, the Contractor shall furnish the Treasurer with a true and correct copy of (a) the original insurance policies or (b) a Certificate of Insurance that shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days’ prior written notice to the Treasurer. Notices of cancellation, termination and alteration of such insurance or bond shall be delivered to the Treasurer immediately upon receipt by the Contractor.
- F. Cancellations, Modifications, Failures to Maintain, Etc. The Contractor shall not cancel or reduce such coverage as set forth in this Section 8 (Insurance Requirements), except upon thirty (30) days prior written notice to the Treasurer. Notices of cancellation, termination and alteration of such insurance or bond shall be delivered to the Treasurer *via* certified mail immediately upon receipt by the Contractor. If at any time during the term of this Agreement the Contractor fails to obtain or maintain the required insurance, the Treasurer shall have the right to treat such failure as a breach of contract and to exercise all appropriate rights and remedies. Each of the insurance coverage’s shall provide for at least thirty (30) days prior written notice to be given to the Treasurer in the event coverage is materially changed, canceled or non-renewed.
- G. Claims. The Contractor shall notify the Treasurer in writing of any claims made to, and any payment received on a claim from any of its insurance carriers pertaining to the State or the Treasurer. The Treasurer reserves the right to receive the benefit of any insurance coverage obtained by the Contractor in amounts higher than the minimums set forth herein.
- H. Effect. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnification obligations made in this Agreement by the Contractor to the Treasurer or to limit the Contractor's liability under this Agreement to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

9. Quality Surveillance

All services performed by the Contractor shall be subject to the inspection and approval of the State at all times, and the Contractor shall furnish all information concerning such services, and shall grant the Treasurer's duly authorized representatives free access at all reasonable times to the Contractor's facilities where the services under this Agreement are performed. The Contractor shall allow such representatives free access to any of the Contractor's books and records relating to the services provided hereunder. At the Treasurer's request, the Contractor shall provide the State with hard copies or computer transmittal of any data or information in the possession of the Contractor that pertains to the Treasurer's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any agreement it enters into with any vendor providing services under this Agreement.

10. Nondisclosure

The Contractor shall not release any information concerning the services provided pursuant to this Agreement or any part thereof to any member of the public, the press or media, business entity or any official body unless prior written consent is obtained from the Treasurer or required by law or court order.

11. Promotion

No publicity release or announcement concerning this Agreement shall be issued without the advance written approval of the Treasurer. Unless specifically authorized in advance in writing by the Treasurer on a case-by-case basis, the Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, or the seal of the State of the Treasurer:

- i. In any advertising, publicity, or promotion;
- ii. As an express or implied endorsement of the Contractor's products or services; or
- iii. In any other manner (whether or not similar to uses prohibited by subsections (a) and (b) above), except to perform and deliver in accordance with this Agreement such services as are hereby contracted by the State of Connecticut.

In no event may the Contractor use the State Seal or the seal of the Office of the Treasurer in any way without the express written consent of the Secretary of State of the State of Connecticut or the Treasurer, respectively.

12. Confidentiality

All data provided to the Contractor by the Treasurer, the Treasurer's staff or designated representatives, or developed internally by the Contractor with regard to the Treasurer or the State will be treated as proprietary to the State and confidential unless the Treasurer agrees in writing to the contrary in advance. The Contractor agrees to forever hold in confidence all files, records, documents or other information ("State Information") as designated, whether prepared by the State or others, which may come into the Contractor's possession during the term of this Agreement, except where a disclosure of such information

by the Contractor is required (whether in the ordinary course of business or otherwise) by another governmental authority to ensure compliance with laws, rules or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, the Contractor will provide advance written notice to the Treasurer of the need for disclosure. The Contractor shall inform all of its agents of the confidentiality provision contained in this Agreement. To fulfill the obligations of this Section, the Contractor shall maintain a privacy policy which shall contain procedures to safeguard State Information.

The Contractor shall immediately report to the Treasurer any use or disclosure of State Information not provided for by this contract, including the extent of the unauthorized release or use, the recipient(s) of the data, and the data released or used. The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor arising from a use or disclosure of State Information, and shall report to the Treasurer the steps taken to mitigate the harm.

13. Non-Discrimination

A. The following subsections are set forth here as required by Section 4a-60, as amended; references in this Section 13 references to "contractor" shall mean the Contractor; and references to "commission" shall mean the Connecticut Commission on Human Rights and Opportunities:

- i. The contractor agrees and warrants that in the performance of the Agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- ii. The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
- iii. the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this

section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- iv. the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and
 - v. the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and C.G.S. Section 46a-56.
- B. If this Agreement is a public works contract, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- C. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent (51 %) or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- D. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- E. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- F. The contractor shall include the provisions of subsection A above in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- G. The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- i. the contractor agrees and warrants that in the performance of this Agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - ii. the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractors commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - iii. the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
 - iv. the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- H. The contractor shall include the provisions of subsection (G) above in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided that, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- I. For the purposes of this entire Non-Discrimination section, "Agreement" includes any extension or modification of the Agreement, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders, and "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper

purpose. For the purposes of this section, "Agreement" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- J. In accordance with the foregoing acknowledgements and agreements, and as required by Public Act 09-158, attached hereto as **Attachment 7** is Contractor's nondiscrimination certificate. Contractor shall update such certificate not later than 30 days after the effective date of any change in the information provided in such certification, and shall certify annually that the most recent certification on file is current and accurate.

14. Fiduciary Duties

By execution of this Agreement, the Contractor, to the extent that it exercises any discretionary authority or discretionary control respecting the management or disposition of the assets, or renders investment advice, acknowledges that it is a fiduciary with respect to the Office of the Treasurer, and asserts that it is registered and/or licensed pursuant to all applicable state and federal laws. The Contractor shall discharge such fiduciary duties under this Agreement solely in the interests of the Office of the Treasurer with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, and in accordance with the provisions of this Agreement.

15. Indemnification

The Contractor hereby indemnifies and shall defend and forever hold harmless the Treasurer, the Treasurer's officers, representatives and employees, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, liabilities, suits, judgments, fines, penalties, charges, interest, attorney's fees, costs and expenses of whatsoever kind or nature including those arising out of injury to or death of the Contractor's employees, whether arising before, during or after completion of the services hereunder, and in any manner directly or indirectly caused or occasioned by, or attributable or contributed to in whole or in part, any act of bad faith, negligence, willful misconduct, improper or unethical practice, infringement of intellectual property rights, breach of fiduciary duty, breach of trust, breach of confidentiality, or any other breach of contract or violation of any law or requirement in connection with this Agreement, by the Contractor, its principals, directors, officers, employees, agents or subcontractors. At the Treasurer's option, and in her sole discretion, the Contractor shall defend at its expense any actions brought against the Treasurer or the State arising out of or in connection with any services performed hereunder or the failure to perform such services, or other breach of this Agreement, by the Contractor, its principals, directors, officers, employees, agents or subcontractors, and the costs of such defense shall be borne by the Contractor and shall not constitute any expense of nor shall be paid by the State or the Treasurer. This indemnification shall survive any termination of this Agreement.

16. Liability

Nothing set forth in this Agreement shall in any way constitute a waiver or limitation of any rights that the State or the Treasurer may have under any applicable laws and nothing contained in this Agreement shall be construed as relieving the Contractor from any responsibility or liability for any responsibility, obligation, or duty hereunder imposed on the Contractor by state or federal law.

17. Corporate Citizenship

The Contractor agrees and acknowledges that the Treasurer expects all of its vendors to be good corporate citizens. Good corporate citizenship includes, without limitation, embracing workforce diversity within the company and with respect to procurement of goods and services, supporting the communities where the company does business with respect to charitable and civic organizations, community works and procurement practices, and incorporating good corporate governance in the company’s operation. During the term of this Agreement, the Contractor agrees to furnish the Treasurer with detailed and accurate reports of its good corporate citizenship activities upon request.

18. Third Party Fee Disclosure

The Contractor acknowledges and agrees that:

- A. Pursuant to Section 3-13j of the Connecticut General Statutes, any person or entity who would be a party to a contract for investment services with the Office of the Treasurer shall disclose to the Treasurer, in writing, all third-party fees attributable to such contract before any such contract may take effect;
- B. **[IF APPLICABLE]** Contractor is not providing investment services to the Office of the Treasurer under this Agreement; and
- C. Section 4a-81 of the Connecticut General Statutes prohibits the Office of the Treasurer from entering into any contract for goods or services with an annual value of \$50,000 or more unless it obtains an affidavit from the vendor attesting as to whether such vendor has entered into any written or oral consulting agreements in connection with its contract with the Office of the Treasurer.

In accordance with the foregoing acknowledgement and agreements, the Contractor agrees to have its chief official authorized to enter into this Agreement complete and submit to the Treasurer a sworn affidavit in the form of **Attachment 2** (the “Third Party Fee Disclosure Affidavit”).

The Contractor represents that the information it has disclosed on the Third Party Fee Disclosure Affidavit is accurate and complete as of the date of this Agreement. The Contractor covenants to promptly report any changes to the disclosure provided on the Third Party Fee Disclosure Affidavit and to file an updated affidavit with the Treasurer on an annual basis as of June 30 of each contract year.

19. Campaign Contributions

A. The parties hereto acknowledge and agree that C.G.S. Sections 9-612 and 9-613 (as may be amended from time to time, the “Elections Laws”) among other things, prohibit contributions to and limit solicitations on behalf of a candidate for the Treasurer of the State of Connecticut. The Contractor covenants not to make any campaign contributions or solicitations in violation of such Election Laws for the term of this Agreement. The Contractor further represents and agrees that (i) the Contractor, (ii) any and all directors or persons with 5% or greater ownership in the Contractor, (iii) any and all individuals employed as president, treasurer or executive vice president by the Contractor, (iv) any and all officers and employees of the Contractor with managerial or discretionary responsibilities with respect to the State, (v) the spouse or dependent child who is eighteen years of age or older of any of the foregoing, or (vi) a political committee established or controlled by the Contractor or any such individuals, did not during the last election cycle contribute to or solicit contributions on behalf of, and will not (for the term of this Agreement) contribute to, or solicit contributions on behalf of, any exploratory committee or candidate committee established by a candidate for nomination or election to the Office of the Treasurer of the State of Connecticut.

B. If this Agreement has a value equal to or more than \$50,000 in a calendar year, then the Treasurer hereby notifies the Contractor that, pursuant to the Elections Laws, no principal of the Contractor, as defined in the Elections Laws (“Principal”), shall make a political contribution to or on or after January 1, 2011, knowingly solicit a political contribution from Contractor’s employees or from a subcontractor or principal’s of a subcontractor of Contractor on behalf of: (i) an exploratory committee or candidate committee established by a candidate for election to any of the following offices of the State: Governor, Lieutenant Governor, Secretary of State, Treasurer, Comptroller, or Attorney General; (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates; or (iii) a party committee (each and together, a “Prohibited Contribution”). If the Contractor or a Principal makes or solicits a Prohibited Contribution, then the Treasurer at her sole discretion may void this Agreement immediately and without notice. If the Contractor or a Principal makes or solicits a Prohibited Contribution and the Treasurer decides not void this Agreement, then this Agreement shall not be amended for that period of time proscribed by the Elections Laws.

C. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the Contractor’s authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its Principals of the contents of such notice. See Attachment 6.

20. Code of Ethics

None of the Contractor, its principals, directors, members, officers, partners, employees or agents shall engage directly or indirectly in any financial or other transaction with any trustee, staff member, or employee of the Office of the Treasurer which would violate the standards set forth in the State of

Connecticut Code of Ethics for Public Officials, as codified in Chapter 10, Part 1, Sections 1-79 through 1-90 of the Connecticut General Statutes.

21. Notice of Certain Legal Proceedings, Internal Investigations

- A. As of the date hereof, the Contractor shall have provided the Treasurer with a complete and accurate report in writing of any known or threatened (i) lawsuit, legal or administrative proceeding or governmental investigation, examination, complaint, disciplinary action, non-routine Securities and Exchange Commission inquiry or investigation, or other proceeding relating to the Contractor or any of its affiliates (including any proceedings to which the Contractor, its affiliates, or any of their respective officers, directors, principals, members, partners, managers or employees is a named party or of which any of such has been the focus), or of any other lawsuit, legal proceeding or governmental investigation (whether or not the Contractor or its affiliates, or any of their respective directors, officers, managers, or principal is a party thereto, but only to the extent the Contractor has knowledge thereof) relating to or affecting the Contractor's ability to perform its obligations under this Agreement or involving any investment professional employed by the Contractor who has performed or does perform any services for the Treasurer (each, a "Proceeding") and (ii) formal internal investigations of the Contractor, or any of its directors, officers, principals, members, partners, managers, investment professionals or employees involved with providing services to the Treasurer under this Agreement relating to or affecting the Contractor's ability to perform its obligations under this Agreement or involving any investment professional employed by the Contractor who has performed or does perform any services for the Treasurer (each, an "Internal Investigation").
- B. During the term of this Agreement and to the extent permitted by law, the Contractor agrees to promptly notify the Treasurer in writing of the commencement or existence of any known or threatened Proceeding or Internal Investigation.
- C. During the term of this Agreement and to the extent permitted by law, the Contractor agrees to promptly provide the Treasurer with any and all information reasonably requested by the Treasurer in response to disclosure made pursuant to this Section 21.
- D. During the term of this Agreement and to the extent permitted by law, the Contractor shall promptly inform the Treasurer in writing of any material changes in the status of any pending Proceeding or Internal Investigation previously disclosed hereunder, and shall promptly update any information previously disclosed to the Treasurer related to any such Proceeding or Internal Investigation.

22. Compliance; Duty to Update; Whistleblower

- A. The Contractor, its employees, agents and representatives shall at all times comply with all applicable foreign, international, federal, state (including those of the State of Connecticut), county and local laws, ordinances, statutes, rules, regulations, registrations, filings, approvals, authorizations, consents examinations and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services hereunder, and all

provisions required by such legal requirements are hereby incorporated by reference in this Agreement. The Contractor shall be solely responsible for obtaining current information on such laws and requirements. The Contractor shall promptly disclose to the Treasurer any changes in the Contractor's status with respect to any such compliance and disclosure, and shall immediately deliver any amended, modified or changed instruments, documents and other filings to the Treasurer.

- B. Without limiting the foregoing, this Agreement is subject to the provisions of §4-61dd of the Connecticut General Statutes. No officer, director or appointing authority of the Contractor may take or threaten to take any retaliatory personnel action against any employee of the Contractor who discloses information regarding corruption, unethical practices, violation of state laws or regulations, mismanagement, gross waste of funds, abuse of authority or danger to public safety occurring in any state department or agency to the Connecticut Auditors of Public Accounts or the Connecticut Attorney General. In the event that any such retaliatory action is taken or threatened, the Contractor shall be liable for civil penalties.

23. Equal Opportunity and Diversity

- A. The Contractor agrees and warrants that, in the performance of its duties hereunder, it shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, gender, mental retardation, sexual orientation or physical disability, including but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the services under this Agreement.
- B. The Contractor further agrees to use its best efforts to consider applicants with job-related qualifications for employment and that, once employed, employees are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, gender, mental retardation, sexual orientation, or physical disability. The Contractor agrees, represents and warrants that all solicitations or advertisements for employees placed by it or on its behalf shall state that the Contractor is an "affirmative action – equal opportunity employer." The Contractor agrees, represents and warrants that it shall use its good faith efforts to consider and recruit diverse applicants from the widest possible pool of candidates. In meeting its good faith obligation to recruit diverse applicants, the Contractor agrees, represents and warrants that it shall contact national networks, and shall maintain adequate records of its efforts regarding workforce diversity.
- C. The Contractor must complete and submit Attachment 3. The Contractor further represents and warrants that the information disclosed on Attachment 3 is accurate and complete as of the date of this Agreement. During the term of this Agreement, the Contractor agrees to furnish the Treasurer with updated and accurate disclosure no later than December 31 of each year.

24. Gift Affidavit

The Contractor shall complete, truthfully attest to and submit herewith a Gift Affidavit in the form of Attachment 4. The Contractor represents and warrants that the information it has disclosed in such Gift Affidavit is complete and accurate as of the date of this Agreement.

25. Pay-to-Play

The Contractor represents and warrants that neither the Contractor nor any individual in the Contractor’s organization has received or paid, or entered into an agreement, to receive or pay, any compensation, fees, or any other benefit from or to any third party, including any consultants or contractors to the State or the Treasurer, in connection with the indirect or direct procurement of this Agreement.

26. Entire Agreement; Integration; Amendments

This Agreement embodies the entire agreement between the Treasurer and the Contractor on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth herein. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing, signed by both parties and approved by the Office of the Attorney General of the State of Connecticut. The parties shall meet and confer in good faith on any modification of this Agreement that may become necessary to make its provisions consistent with any policy of the Treasurer, or federal, state, local, foreign or international statute, rule, regulation or ordinance that governs any aspect of this Agreement.

27. Notices

Unless otherwise expressly provided to the contrary, all notices, requests, demands or other communications required by or otherwise with respect to this Agreement shall be in writing and shall be deemed given (i) when made, if made by hand delivery, and upon confirmation of receipt, if made by facsimile, (ii) one business day after being deposited with a next-day courier, postage prepaid, or (iii) three business days after being sent certified or registered mail, return receipt requested, postage prepaid, in each case to the applicable addresses set forth below (or to such other address as such party may designate in writing from time to time):

TREASURER: Office of the Treasurer
 State of Connecticut
 55 Elm Street
 Hartford, CT 06106
 Telephone: (860) 702-
 Fax: (860) 702-

COPY TO: General Counsel
 Office of the Treasurer
 State of Connecticut
 55 Elm Street
 Hartford, CT 06106
 Telephone: (860) 702-3000
 Fax: (860) 728-1290

CONTRACTOR:

Telephone:
Fax:

The parties may change their respective addresses for notices under this Section 27 (Notices) upon prior written notification to the other.

28. Governing Law; Jurisdiction; Venue

This Agreement shall be interpreted under, governed by and enforced according to the laws of the State of Connecticut, without regard to choice of law rules. The Contractor hereby submits to the jurisdiction of the courts in the State of Connecticut, or of the United States of America sitting in the State of Connecticut, over any action, suit, or proceeding arising out of or relating to this Agreement. The Contractor agrees to service of process in any manner authorized by the laws of the State of Connecticut.

29. Discovery of Conflicts, Errors, Omissions and Discrepancies

- A. In the event of any conflict between the provisions of this Agreement and the provisions of Form CO-802A executed contemporaneously herewith, the provisions of this Agreement shall control.
- B. In case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by the Contractor to the Treasurer for clarification. The Treasurer shall issue such clarification within a reasonable period of time. This remedy shall not be deemed exclusive and the Contractor does not waive any of its legal or equitable remedies. Any services affected by such conflicts, discrepancies, errors or omissions which are performed by the Contractor prior to clarification by the State shall be at the Contractor's risk.

30. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Treasurer or the Contractor unless given in writing. Failure by the Treasurer to promptly assert any rights under this Agreement shall not be construed to be acquiescence of any misfeasance, malfeasance or nonfeasance. No such waiver shall be a waiver of any past or future default, breach, failure of condition, right or remedy or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

31. Survival

The rights and obligations of the parties which by their nature survive termination or completion of this Agreement, including but not limited to those set forth herein Sections 10 (Nondisclosure), 11 (Promotion), 12 (Confidentiality), 15 (Indemnification) and 16 (Liability) of this Agreement, shall remain in full force and effect.

32. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that neither the State nor the Treasurer shall be construed to have waived any rights or defenses of sovereign immunity, which the State or the Treasurer may have with respect to all matters arising out of this Agreement. The Treasurer hereby reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution, and no waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by the Treasurer's entry into this Agreement, by any express or implied provision of this Agreement, or by any actions or omissions to act of the State or the Treasurer, or any representative or agent of either the State or the Treasurer, whether taken pursuant hereto, prior to or after the Treasurer's entry into this Agreement.

33. Termination

The parties mutually agree, that either may terminate this Agreement upon thirty (30) days' written notice delivered to the other by certified or registered mail to the addresses provided in Section 27 (Notices). Following the delivery of any notice of termination hereunder, the Contractor shall perform all of its obligations hereunder in good faith as directed by the State and will cooperate fully with the State in taking all necessary or appropriate steps in order to effectuate the orderly transfer of management functions to third parties designated by the State.

34. Assignment

This Agreement shall not be assigned by either party without the express prior written consent of the other party.

35. Severability

If any part or parts of this Agreement shall be held to be void, invalid or unenforceable, or contrary to any express provision of law, or contrary to the policy of express law though not expressly prohibited, or against public policy, then such part or parts shall be treated as severable from the rest of the Agreement, leaving valid and enforceable the remainder of this Agreement and in no way shall affect the validity or enforceability of the rights of the parties hereto.

36. Applicable Executive Orders of the Governor

- A. This Agreement is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, set forth in the attached **Exhibit A**.
- B. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Three or any state or federal law concerning nondiscrimination.
- C. This Agreement is subject to the provisions of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, set forth in the attached **Exhibit B**.

- D. This Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement.
- E. This Agreement is subject to the provisions of Executive Order Number Sixteen of Governor John G. Rowland promulgated August 4, 1999, set forth in the attached Exhibit C.
- F. This Agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order Number Sixteen.
- G. The parties agree to abide said Executive Orders, and agree that, with respect to Executive Orders Three and Seventeen, the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until performance is completed, or until this Agreement is terminated prior to completion.

37. Successor and Assigns

This Agreement shall inure to the benefit of and be binding upon each party's respective successors or assigns.

38. Miscellaneous Provisions

- A. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not: (i) permit the filing of liens against the State; (ii) obligate the State to indemnify or hold Contractor harmless in any way; (iii) obligate the State to be subject to binding arbitration (iv) provide that this Agreement is expired or terminated. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract that: (i) permits the filing of liens against the State; (ii) obligates the State to indemnify or hold Contractor harmless in any way; (iii) obligates the State to be subject to binding arbitration, or (iv) provides that this Agreement is expired or terminated is null, void, unenforceable and hereby stricken from this Agreement.
- B. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Personal Service Agreement entered into by the Treasurer for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b). Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b) is null, void, unenforceable and hereby stricken from this Agreement.
- C. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b is null, void, unenforceable and hereby stricken from this Agreement.

- D. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not funded by and does not concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396a. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396 a is null, void, unenforceable and hereby stricken from this Agreement.
- E. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Large Construction or Procurement Contract as contemplated by and defined in Conn. Gen. Stat. §1-101mm. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a Large Construction or Procurement Contract as contemplated by and defined in Conn. Gen. Stat. §1-101mm is null, void, unenforceable and hereby stricken from this Agreement.
- F. It is the Treasurer's express policy to never intentionally assign or allocate, in whole or in part, to any person or contractor, any Governmental Function of the Office of the Treasurer—as defined by Chapter 14 of the C.G.S. and contemplated by C.G.S. Section 1-218. If, however, (a) this Agreement has a value greater than or equal to Two Million Five Hundred Thousand Dollars (\$2,500,000) and (b) the State Freedom of Information Commission makes a final determination that this Agreement is a contract for the performance of a Governmental Function, then this Agreement shall be subject to the provisions of C.G.S. Section 1-218, as may be modified from time to time. Accordingly the Treasurer shall be entitled to receive a copy of the Contractor's records and files related to its performance of such Governmental Function, and such records and files shall be subject to the State of Connecticut Freedom of Information Act, C.G.S. Sections 1-200 et seq. No request to inspect or copy such records or files pursuant to the Freedom of Information Act shall be valid unless the request is made to the Office of the Treasurer in accordance with the provisions set forth in the State of Connecticut Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of C.G.S. Sections 1-205 and 1-206
- G. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge and agree that this Agreement does not concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996 is null, void, unenforceable and hereby stricken from this Agreement.

- H. Both parties hereto hereby agree that all references made in this Agreement to any statute, public act, regulation, code or executive order shall refer to such statute, public act, regulation, code or executive order respectively as it has been amended, replaced or superseded.
- I. Despite and notwithstanding any contrary theory at law, in equity or otherwise, including but not limited to “the specific overruling the general,” the parties hereto expressly agree that in the event of any conflict between the provisions of this Section of this Agreement (“Miscellaneous Provisions”) and the provisions of any other Section of this Agreement, the provisions of this Miscellaneous Provisions Section of this Agreement shall override, control and apply.

39. Headings

Descriptive headings in this Agreement are for convenience only and shall not affect the construction or meaning of the contractual language.

40. Further Assurances

From and after the date of this Agreement, upon the request of the Treasurer, the Contractor shall execute and deliver such instruments, documents and other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

41. Counterpart Originals

This Agreement may be executed in any number of counterparts, each of which shall be an original, but which, taken together, shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement, which shall become effective as of the Commencement Date, on the respective dates shown below.

CONTRACTOR

**The STATE OF CONNECTICUT
acting through its TREASURER**

By: _____
Title:

By: _____
Title: State Treasurer

Dated: _____

Dated: _____

Approved as to form:

OFFICE OF THE ATTORNEY GENERAL

By: _____
Title:

Dated: _____

EXHIBIT A

State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Three

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

- I. The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.
- II. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.
- III. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such

EXHIBIT A

organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

- IV. The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.
- V. Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.
- VI. The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.
- VII. The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.
- VIII. The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any

EXHIBIT A

employment agency whose members are engaged in work under government contracts or referring workers or providing supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

- IX. The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- X. (a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may
1. Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
 2. Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly compliance with the provisions of this Order.
 3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
 4. Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
 5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
 6. Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts with a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.
- (b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

EXHIBIT A

- XI. If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.
1. Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.
 2. The labor commissioner may delegate to any officer; agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.
 3. This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971

Thomas J. Meskill
Governor

Filed this 16th day of
June, 1971.

Harry Hammer
Secretary Of The State

EXHIBIT B

**State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor**

Executive Order No. Seventeen

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and direct, as follows, by this Executive Order:

- I. The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.
- II. Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

EXHIBIT B

- III. All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.
- IV. Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.
- V. The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.
- VI. The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- VII. (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.
- VIII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February 1973.

Thomas J. Meskill
Governor

Filed this 15th day of February 1973.

Harry Hammer
Secretary Of The State (Deputy)

EXHIBIT C

**State of Connecticut
By His Excellency
John G. Rowland
Governor**

Executive Order No. Sixteen

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

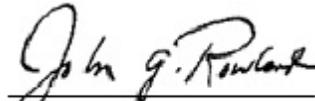
2. That each agency must prominently post this policy and that all managers and supervisors must

EXHIBIT C

clearly communicate this policy to all state employees

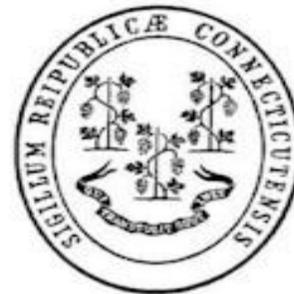
3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut, this fourth day of August, 1999.



JOHN G. ROWLAND, Governor

Filed this 4th day of August, 1999.



SUSAN BYSIEWICZ, Secretary of the State

ATTACHMENT 1

***STATE OF CONNECTICUT
OFFICE OF THE TREASURER***



CONFLICTS OF INTEREST DISCLOSURE

Please disclose all known and/or potential conflicts of interest. If no such conflicts exist, either leave the following space blank or write or type "None."

ATTACHMENT 2

FORM A3: FOR COMPLETION BY ALL VENDORS BEFORE CONTRACTING

*STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER*

**AFFIDAVIT OF THIRD PARTY FEES AND
DISCLOSURE OF CONSULTING AGREEMENTS**

I, _____, a duly authorized officer and/or representative of _____, being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath.
2. _____ (firm name) intends to enter into a contract to furnish services to the Office of the State Treasurer (the "Contract").
3. All third party fees, agreements to pay third party fees, and consulting agreements attributable to the Contract are as follows (If no such agreements exist, either leave the following table blank or write or type in "None."):

NAME OF PAYEE	DOLLAR AMOUNT PAID OR VALUE OF NON- CASH COMPENSATION <u>AND DATE</u>	FEE ARRANGEMENT	SPECIFIC SERVICES PERFORMED OR TO BE PERFORMED BY PAYEE²

(Attach additional copies of this page as necessary.)

² Please attach documents evidencing the terms of the fee arrangement and services.

ATTACHMENT 2

NOTE: For each third party fee or consulting arrangement described above, complete the attached Form A3a.

4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed: _____

Print Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Commissioner of the Superior Court/ Notary Public

ATTACHMENT 2

STATE OF CONNECTICUT

FORM A3A

OFFICE OF THE STATE TREASURER

ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES

A. For each fee arrangement disclosed in the attached Affidavit, provide the following information about the third party payee:

- (6) Name
- (7) Address
- (8) Is the person or entity registered with the Securities and Exchange Commission, a state regulatory authority or FINRA? If so, provide details
- (9) Name of the President/Chief Executive Officer
- (10) Name, telephone number and email address of the individual principally responsible for work performed in connection with the contract, investment or proposed investment with the Office of the Treasurer

B. Please explain whether and how each such payment falls within one or more of the following categories of compensation providing an exception to the prohibition on finder's fees:

- (1) Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
- (2) Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
- (3) Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
- (4) Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or

ATTACHMENT 2

- (6) Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

C. Attach a copy of the agreement evidencing the terms of the fee arrangement and the services, **and** provide a narrative description of any services actually rendered by the third party payee in connection with the contract, investment or proposed investment with the Office of the Treasurer.

D. For each fee arrangement disclosed in the affidavit, please respond to the following:

- (2) Is the fee paid to a former state employee or public official? If so, please identify such person's former agency, position and the date such employment was terminated.

“Consulting agreement” shall have the meaning set forth in Section 4a-81(b)(1).

“Third party fees” includes those activities enumerated in Section 3-13j of the Connecticut General Statutes, and includes direct and indirect payments, such as payments by a placement agent to a subagent and payments attributable to a contract made by a **general partner, principal, or employee** of the firm.

E. Respondents disclosing payments to, or agreements to pay, placement agents have a duty to inquire and shall report any payments to, or agreements to pay, subagents, and provide all information and documentation requested under A through D, above, with respect to any sub-agent.



ATTACHMENT 3

EMPLOYMENT INFORMATION FORM
OFFICE OF THE STATE TREASURER

WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT

PLEASE GO TO <http://www.state.ct.us/ott/PolicyCompliance.htm> AND CLICK ON THE “EMPLOYER INFORMATION REPORT” LINK TO DOWNLOAD A FILLABLE EMPLOYER INFORMATION FORM. COMPLETE THE FORM, PRINT IT AND ATTACH IT TO THIS ATTACHMENT 3.

ATTACHMENT 5

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

GIFT AFFIDAVIT

COMPANY NAME: _____ (“Respondent”)

I, _____, am authorized
(name and title)

to sign a contract on behalf of the Respondent. I hereby certify that neither I, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the Office of the State Treasurer who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the Office of the State Treasurer.

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature

Date

Sworn and subscribed before me on this **day of** **, 20** **.**

**Commissioner of the Superior Court/
Notary Public**

ATTACHMENT 6

SEEC FORM 10

ATTACHMENT 6

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined beginning on page 2):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties – Up to \$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5000 in fines, or both.

ATTACHMENT 6

Contract Consequences

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

ATTACHMENT 6

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (IV) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December 31 of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, a president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Receipt acknowledged: _____
(signature) (date)

Print name: _____ Title: _____

Company Name: _____

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations"

